

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

**DECLARATION OF DR. EDWIN HERNANDEZ and ABDELSALAM HELAL,
Principal Managers of Plaintiff Mobility Workx, LLC, and a Request for
Extension of Time**

Mobility Workx, LLC, represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel and to provide needed time for Plaintiff to replace its Counsel. Mobility Workx, LLC, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

Principal Managers of Mobilty Workx, LLC, are above the age of 21, have never been convicted of a felony or crime of moral turpitude, and are competent to make this declaration, and do testify to these matters.

1. We have strong reasons to believe that Mobility Workx' Counsel attorneys, David Skeels and Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are working to benefit opposing interest. A Legal Malpractice case is currently being prepared for filing by Machat & Associates, P.C. The following are provided in support of this declaration no. 1.
 - a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)

- b. Although, we were informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
- c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL & Mobility Workx, such negotiation occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed over a skype call that our patents were not a good fit for SISVEL's LTE Patent Pool but they could try to figure something out..
- d. Although we suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway, despite repeated and clear instructions not to do so to avoid a report with false claims (**Exhibit C**).
- e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - iii. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - iv. Mobility Workx LLC counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - v. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
- f. Mobility Workx, LLC, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to Mobility Workx, LLC, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This unusual tightness of time was clearly made in bad faith and placed Mobility Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr.

Blackburn's report). Our repeated requests and pleas were denied, and the reports were sent to opposing counsel despite our disagreement.

2. TMOBILE's counsel lead, Michael Newton, from **ALSTON & BIRD** might have manipulated and potentially engaged in tampering with TMOBILE witnesses by making the following statements that were communicated verbally to us from Mr. Connor and Mr. Skeels
 - a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emulation, when it is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
 - b. TMOBILE engaged in collaboration with NOKIA. NOKIA and Mobility Workx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MOBILITY WORKX.
 - c. TMOBILE's counsel engaged and transformed a **30b(6)** deposition into a technical deposition stating for example that DOMINION HARBOR was our lawyer when to this date we ignore when they were acting as attorneys and when they were not.
3. APPLE sent us a letter stating that MOBILITY WORKX has broken its licensing agreement with Apple by requesting payments for APPLE's devices from TMOBILE.
 - a. It is unknown how APPLE was able to see Dr. Stephen's Magee expert report and how APPLE derived such conclusion, if this was not given by TMOBILE or by our own attorneys. (**Exhibit H - Letter from Apple**)
4. After seeing and confirming that counsel was not able to follow instructions given by MOBILITY WORKX (see 1 above) and in essence damaged the case with their actions, we terminated counsel
 - a. Upon completion of this termination, Dr. Hernandez requested Mobility Workx Counsel to withdraw from the case, for both TMOBILE and Verizon, around October 29th, 2018.
 - b. Mr. Skeels submitted a declaration stating that plenty of time was given to Mobility Workx to find new attorneys.
 - c. Mobility Workx has contracted three law firms and they cannot take the case as
 - i. AEO documents would need be reviewed,
 - ii. Current attorneys have punctured and damage the case,
 - iii. Current attorney are requesting a position of this matter.
5. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, Mobility Workx is unable to meet this court deadlines and schedule.
 - a. Mr. Michael Machat, Esq, has been advising us at no cost
6. We believe and that the reasons our attorneys have acted this way is that

- a. They have been associated and continue to be associated with Dominion Harbor Group, including Expert Witnesses Dr. Stephen Magee and his associates.
 - b. On September 25th, 2018 while Dr. Hernandez was at CKL's office, Mr. Jack Lu, PhD, associate from Dr. Stephen Magee's office, stated that CKL and Dominion Harbor had given Maggee's consulting firm over \$3M in contracts.
 - c. Sometime on November 2017, Mr. Connor while working at another firm, was present and settled a case where Dominion Harbor had an interest and represented some of Dr. Helal's patents
 - d. On October 2016, Mr. Connor and Dominion Harbor worked together representing Mobile Synergy Solutions against T-MOBILE and METROPCS. Mobile Synergy is a company owned by Dominion Harbor
7. Dominion Harbor principals, David Pridham and Mr. Patrick Anderson, where involved in a case representing IPNAV in a case as W.D. Wisconsin on and around 2008, between Taurus IP and Daimler Chrysler. In this case, Anderson now principal of Dominion Harbor, and David Pridham (**Exhibit J**) were involved in a case where perjury was an issue and IPNAV's reputation was questionable. An opinion made by the court on 3d day of June, 2008, as part of the opinion and Motion for sanctions made by Judge BARBARA CRABB, District Judge. (**Exhibit I**)

"Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness."

8. CKL and Whitaker & Chalk have played with us, for the TMOBILE case they act as "counsel" but in a "limited fashion," which is not clear to us, when are they acting as counsel and for who are they acting as counsel,
9. In fact, we retained Bob Taylor as Mobility Workx, General Counsel to do what CKL and Whitaker & Chalk was supposed to do.
10. CKL and Whitaker & Chalk have insisted in remaining counsel for TMOBILE's case but it is no longer counsel for VERIZON, hence we are confused as to who is representing us as we requested them to withdraw from all cases
11. Dominion Harbor withdrew all support for the cases under Mobility Workx, arguing that Mobility Workx committed a breach of its contract, and as a consequence, Counsel insinuated that a \$250,000 retainer might need to be required during a conference call between Mr. Rick Sanchez and Mr. David Skeels in September.
 - a. Later on, Mr. Skeels stated that no retainer was required at the moment from his firm.
12. Additionally, Mr. Rich Sanchez and Mr. Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion

Harbor is a shareholder and Mr. Rich Sanchez from Whitaker and Chalk and figures as:

On Page 41 of Exhibit K

“ On November 3, 2014, we entered into a two-year executive employment agreement (“Sanchez Employment Agreement”) with **Rick Sanchez, effective October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company’s Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez’s services, the Company agreed to issue him ten-year stock options under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.”

On Pg 23 of Exhibit K

And “On November 4, 2015, the Company issued 300,000 shares of the Company’s Common Stock to **Dominion Harbor Group LLC (“Dominion”)**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering”

13. Dominion Harbor acted as an attorney in several circumstances according to Mr. David Skeels, which was recorded in Dr. Hernandez **30b6** Deposition Transcript (**Exhibit L Pg 122 lines 23-25**).

“(By Mr. Lee) Dr. Hernandez, did you intend to
15 sue T-Mobile for patent infringement prior to meeting
16 Dominion Harbor?
17 MR. SKEELS: Can you repeat the question
18 for me, please?
19 THE REPORTER: “Dr. Hernandez, did you
20 intend to sue T-Mobile for patent infringement prior to
21 meeting Dominion Harbor?”
22 MR. SKEELS: **Objection, form. Same**
23 **instructions regarding privilege. Please feel free to**
24 **answer if you can do so without disclosing privileged**
25 **communications.**

14. Up until today, we are confused as to whether or not CKL & Whitaker & Chalk are our attorneys and when they are not, or whether Dominion Harbor acted as attorneys as most of them are actually attorneys. This conflict of interest should have been disclosed to us.

Prayers

For the aforementioned reasons, Mobility Workx and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

<hr/> Name: Edwin A. Hernandez-Mondragon Title: Managing Principal Date: November 27, 2018 Place: Coral Springs, Florida, USA	<hr/> Name: Abdelsalam A. Helal Title: Managing Principal Date: November 27, 2018 Place: Lancaster, UK
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EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover

Complete report <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

MX786201A-460

T-Mobile LTE Test Package Reference Manual



Originated by Anritsu Ltd, PX, Luton, UK

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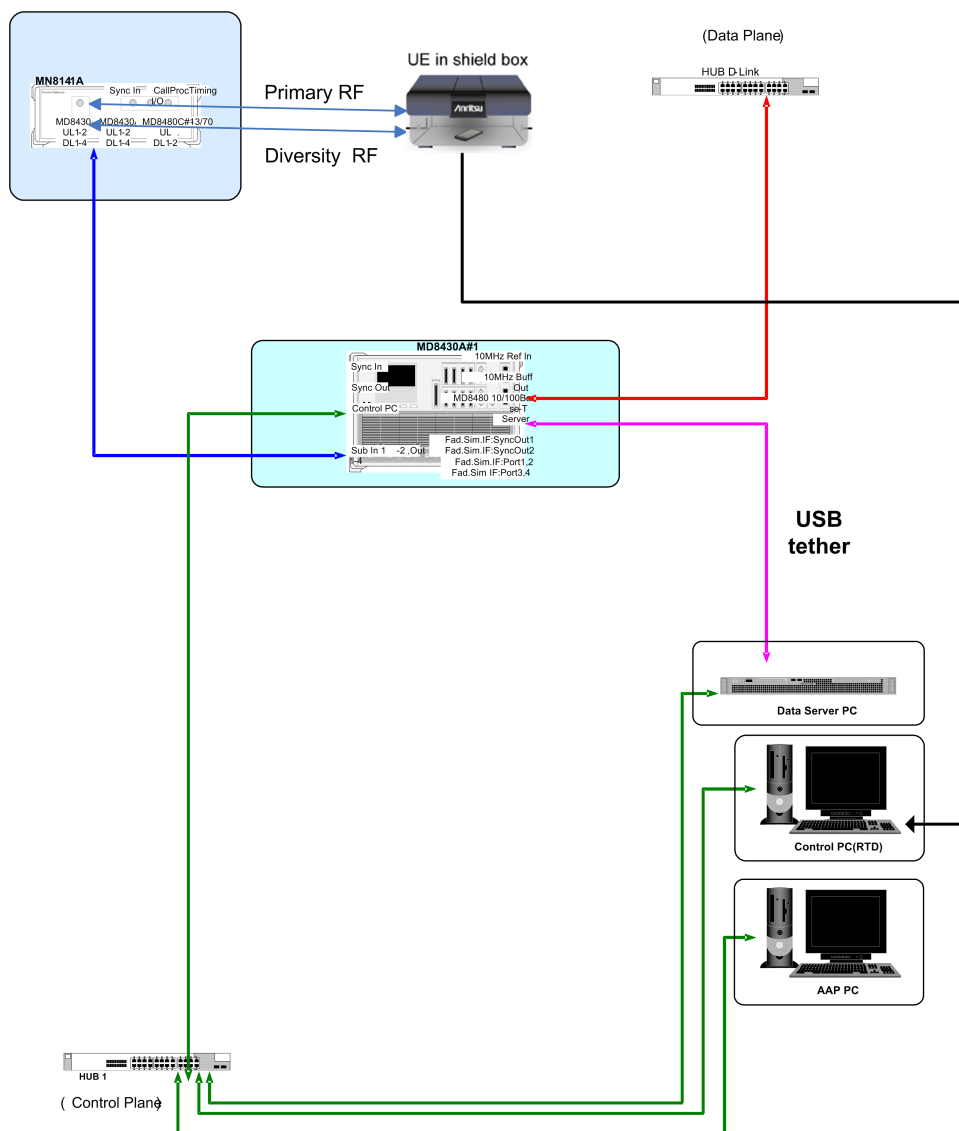
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Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL.

Subject: R: Sisvel & Eglacorp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time

From: Davide Ferri

To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri

Inviato: venerdì 8 luglio 2016 12:56

A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Sisvel & Eglacorp - LTE follow-up

Dear Edwin, Dear Sumi,
please find attached the Nda we would kindly ask you to evaluate and if possible execute to move forward in the discussion about the LTE pool we have been managing.

As mentioned over the phone, the evaluation is performed by an evaluator, which assesses the patent's relationship to the standard.

To start the process, you should:

- 1) Submit a patent for evaluation together with its file history;
- 2) Identify the patent claims to be examined
- 3) Identify and provide pdf files for the sections of the LTE standard to which it believes those claims apply; and
- 4) Provide a chart containing the comparison of sections /subsections of the LTE standard with the relevant elements of the claim(s) of the patent(s) to be evaluated.

Consequently, the evaluator will:

- 1) Review the technical requirements of the identified sections;
- 2) Analyse whether the technical requirements of the identified sections of the standards are included in the scope of the patent claims;
- 3) Develop legal/technical arguments regarding the coverage of the requirements of the standard by the claims of the patent;
- 4) Generate a Preliminary Relevancy Evaluation (PRE) regarding the relevance of the patent claims to the LTE standard;
- 5) Accept patent owner's comments/rebuttals to the PRE;
- 6) Upon finding of essentiality, generate a Final Relevancy Report for distribution to Sisvel and the patent owner.

A patent is evaluated as essential to the LTE standard if at least one claim of the patent is necessarily infringed by the use of the LTE standard.

The US evaluator is the following firms: Panitch Schwarze Belisario & Nadel and the cost of each US evaluations is USD 7,500.

I hope this information are useful and we look forward to hearing from you,

Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]

Inviato: giovedì 7 luglio 2016 22:42

A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Re: R: R: Eglacorp & LTE

Hi Davide,

Could you please provide us with the 3rd party law firm to review our portfolio. You can find a list of the patents herein:

<http://mobilityworkx.co/patent-portfolio/>

Best Regards,

Edwin

On 7/6/16, 12:12 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

+39-3316132637

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]

Inviato: mercoledì 6 luglio 2016 18:07

A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Re: R: Eglacorp & LTE

I am in the bridge also, I only hear a person speaking italiano.

My Skype is edwinhe

On 7/6/16, 12:04 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

Dear guys,
the bridge is on and I'm waiting for you,

Regards,
Davide

-----Messaggio originale-----

Da: Sumi Helal [<mailto:sumi.helal@gmail.com>]

Inviato: martedì 5 luglio 2016 19:19

A: Davide Ferri <davide.ferri@sisvel.com>; Edwin Hernandez, PhD <edwinhm@eglacorp.com>

Oggetto: Re: Eglacorp & LTE

Edwin, Davide,

What time zone is this invitation tomorrow at 12:00pm?

Sumi Helal--

On 7/5/16 1:10 PM, Davide Ferri wrote:

--

Sumi Helal
www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

Dear Edwin,

On our website you can find extensive information regarding the patents included in the Sisvel LTE Patent Pool. Please see the information available for download on <http://sisvel.com/lte-ltea/patents>.

I would be keen to understand your interest in the Sisvel LTE Patent Pool. Perhaps you could clarify your request so that we may assist you better.

I already understand that you also reached out to my colleague Davide Ferri, so I include him to this message.

Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



SISVEL

SUCCESSFULLY FOSTERING
AND VALORIZING INNOVATION | SINCE
1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
Regards,

Edwin

Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
Attachments: image001.png

Dear Mr. Hernandez,

Thank you very much for your email.

MPEG LA currently administers the following active programs: MPEG-2, MPEG-2 Systems, 1394, MPEG-4 Visual, ATSC, AVC (H.264), HEVC (H.265), MVC, VC-1 and DisplayPort. We are also in the process of forming a joint licensing program for MPEG-DASH. If you have any patents related to these programs, we would be happy to provide additional information regarding the submission and inclusion of such patents in our programs.

In terms of LTE, we understand Sisvel (www.sisvel.com) and Via Licensing (www.via-corp.com) offer patent pools in this area. You may wish to contact either of these entities directly for more information regarding their programs.

Thank you again for your interest. If we may be of additional assistance, please do not hesitate to contact us.

Best regards,

Tracy Edwards | Director, License Management

MPEG LA, LLC
4600 S. Ulster St., Suite 400
Denver, Colorado 80237 USA
TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879
tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Sent: Tuesday, July 5, 2016 8:21 AM
To: PiD-QnA <PiD-QnA@mpegla.com>
Subject: LTE Question

Hi

I would like to submit our portfolio to the patent pool and wonder what would be the process of doing so?

Best Regards,

--

Edwin A. Hernandez, PhD

Chief Technology Officer - Founder
EGLA COMMUNICATIONS

"Merging the worlds of cloud and Cable TV with MEDIAMPLIFY. Simplified video and music distribution "



[Twitter](#) | [Facebook](#) edwinhm@egla.com

www.egla.com.net | www.mediamplyfy.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494

skype: edwinhe egla.com

EXHIBIT C

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Date: Friday, October 5, 2018 at 11:46:06 PM Eastern Daylight Time

From: Edwin Hernandez

To: Cabrach Connor

CC: Dr. Sumi Helal, David Skeels, Rick Sanchez, Kevin Kudlac, Harald Braun, Bob Taylor

Thanks for all the calls, but we are running out to time. **PLEASE COMPLY WITH OUR REQUESTS**

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:44 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

How many times do I have to give you the instructions? Follow our requests, verbatim
Please send me an email, stop calling

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:37 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

We are on the line with Magee's team. Edwin, please answer your phone.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:36 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks for the advice, please do so as requested, there is no time left! MAKE THOSE CHANGES, get it all signed as instructed by us, TWICE

one in the REDACTED version and the one we can't see because it is AEO.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:33 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, I'm trying to arrange a call with Magee. May we call you?

If those paragraphs come out, the report will be struck and we may not be allowed to submit another one.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:31 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbrown11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks, please one last time REMOE ALL items 138-186, and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:29 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

OK, we will revert to the original draft of para 93.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:22 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Leave item 93 untouched as well, Just remove ITEM 138-186 and replace them with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

This is the 3d time I am copy pasting the same text

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:21 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

The DAMAGES Report One more time, REMOVE ALL PARAGRAPHS, References, etc from ITEM 138-186? Delete them, erase them,

That is what is being instructed, and we want the REDACTED version of that signed by Maggee, the version we can't see, MUST COMPLY with the same request, or REMOVE ALL items from 138-186 in their totality,

Thank you!

Edwin

On Fri, Oct 5, 2018 at 11:18 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Paragraph 93 is already changed per your instruction.

I suggest we ask Magee to add this paragraph to the end of his report and keep all of 138-186. Can we do that? If the new information changes Magee's opinions, he can prepare and serve a supplemental or amended report. But a report without these sections is incomplete and will not survive a Daubert challenge.

Can we do that, Edwin?

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:16 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

If you don't want to change item 93, leave it alone then, but

All items 138-186 should be REMOVED and will be replaced with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Thank you, please do so as requested! Thanks again!!!

Sorry, please email me any further questions!!!

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:04 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, Sumi:

If I'm understanding you correctly, you want to remove paragraphs 138-186 from Magee's report. These are his analysis on GP factors 13-15, his reasonably royalty analysis, royalty stacking analysis, royalty base and damages. This is the heart and conclusions of his report. If we take these out, he has no damages opinion and no basis for his ultimate opinion on the amount of damages the jury should award. Please call me.

From: Sumi Helal <sumi.helal@gmail.com>

Sent: Friday, October 5, 2018 10:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>; Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>;

Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Robert

Taylor <Robert.Taylor@RPTSTRATEGIES.COM>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the Damage report.

Sumi--

On 10/6/18 3:42 AM, Edwin Hernandez wrote:

First Damages -- Please Follow these INSTRUCTIONS as presented herein:

Instructions:

- Remove items (ALL OF THEM) From 138-onwards from original DRAFT - REDACTED and NON-REDACTED (See Attached for more details)
- As shown in the new report, 138 is replaced by a paragraph describing what happened
- Item 93 adds a line about my testimony, regarding the 0.07% royalty-base on gross revenues that was not mentioned. (See Attached for more details)

We will need a signature on Maggee on the REDACTED version as well.

The REDACTED version MUST Be posted in the same FOLDER that will be shared with ALSTON and BIRD. Preferably SFTP share will be needed or SHAREFILE.

Here it should read 93 in the REDACTED and NON-REDACTED VERSION:

93. However, they indicate EGLA or Mobility's intention. Dr. Hernandez considered that his patents were not going to be licensed at FRAND rates,^[1] and should be licensed at a higher than FRAND rates.^[2] Dr. Hernandez testified that a 0.07% royalties on gross revenues was to be used in case of a negotiation

Here it should read 138-140 in the REDACTED and NON-REDACTED VERSION

*a. Royalty Base and
Damages Calculation*

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

--

Sumi Helal

352-214-0736

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

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VP of Engineering
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"Imagination is more important than knowledge"
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"Imagination is more important than knowledge"
-A. Einstein-

--

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<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT D

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written



Edwin Hernandez <edwinhm@gmail.com>

INFRINGEMENT REPORT INSTRUCTIONS

3 messages

Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 10:46 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Same instruction as in the damages report REDACTED and NON REDACTED Reports **must be signed by Blackburn**, and send copies to us and uploaded together for ALSTON and BIRD at a folder or an SFTP site.

This report needs to add the following text in item 157-159 must be replaced for the following Text:

157. Shortly before I finalized this report, I was alerted to documents describing UE testing performed by Anritsu for T-Mobile. In particular, the document titled, "MX786201A-460 T-Mobile LTE Test Package Reference Manual" (TEST-DOC1) describes tests performed to ensure that UEs deployed on the T-Mobile USA LTE network comply with certain technical standards and are capable of performing handover as I have described here in my report as meeting all limitations of the asserted claims. The document describes a System Simulator called SS developed by Anritsu, which was built for T-Mobile Specifications. It shows tests used for carrier acceptance testing for T-Mobile LTE network (over 1000 pages of tests) and test plans that follow T-Mobile test requirements, including configuration of UE, and simulation environment for Handover, Cell Selection, IRAT, Circuit Switched and Packet Switched among other scenarios.

158. The Anritsu testing document, in addition to another supporting document bearing the same title ("MX786201A-460 T-Mobile LTE Test Package"), but containing a presentation (TEST-DOC2) confirm that T-Mobile employs functionality consistent with Mobility Workx's infringement contentions in this case and contrary to T-Mobile's

non-infringement assertions. In particular, the documents show the use of the following elements in the T-Mobile network:

- The use of Self-Organizing Networks (SON Networks), Package 463 for the SS (TEST-DOC1), and Slide 14 of the PPT (TEST-DOC2)
- The use of Automatic Neighbor Relation (ANR) and multiple testing for cell-reselection – in relation to advertisement (Pages 39 – 159) messages, PCI, ECGI and RRC Connection Reconfiguration message as presented in the invalidity contentions that was submitted to this court (TEST-DOC1)
- Additional test cases for Handover and specially Circuit Switched Fall Back and neighbor cells in RRC_IDLE and RRC_CONNECTED modes which are important to prove infringement
- The TimeToTrigger and mobility rate or speed (high-, med-, low-mobility) is also shown in a NOKIA tutorial titled “Mobility Management
- LTE Radio Parameters RL20” on Pg 16 for example, and an Ericsson’s manual titled “LTE L13 Radio Network Functionality” Page 113 (Speed Dependent Scaling of Cell Re-Selection) and Pg 339. LTE specification calls it “Scaling” factor. T-Mobile continues to assert that it does no speed-dependent scaling, and these documents appear to contradict that claim.

159 . I understand Mobility Workx has requested additional information from T-Mobile about all testing and performance requirements. Once obtained and sent to me, I plan to amend this report in light of the revealed information from all the testing documents.



Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx
2535K

Cabrach Connor <Cab@connorkudlaclee.com>

Fri, Oct 5, 2018 at 10:53 PM

To: Edwin Hernandez <edwinhm@gmail.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <dskeels@whitakerchalk.com>, Rick Sanchez <rsanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Edwin, can you call me to walk me through these changes so I can implement?

Cabrach J. Connor
Connor Kudlac Lee PLLC

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 9:46:33 PM

To: Cabrach Connor

Cc: Dr. Sumi Helal; David Skeels; Rick Sanchez; Kevin Kudlac

Subject: INFRINGEMENT REPORT INSTRUCTIONS

[Quoted text hidden]

Sumi Helal <sumi.helal@gmail.com>

Fri, Oct 5, 2018 at 11:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>, Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>, Harald Braun <haraldjbraun11@gmail.com>, Robert Taylor <Robert.Taylor@rptstrategies.com>

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the infringement report.

Sumi--

[Quoted text hidden]

--

Sumi Helal
352-214-0736



Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx
2535K

EXHIBIT E

Damages Report first receipt at 8:18PM EST



Edwin Hernandez <edwinhm@gmail.com>

DRAFT Magee Exp Rpt 10-5-18 REDACTED

2 messages

Cabrach Connor <Cab@connorkudlaclee.com>

Fri, Oct 5, 2018 at 8:18 PM

To: Sumi Helal <sumi.helal@gmail.com>, Edwin Hernandez <edwinhm@gmail.com>

Here's the redacted damages report. XXX replaces TMO confidential financial information.



DRAFT Magee Exp Rpt 10-5-18 REDACTED.docx
1968K

Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 9:34 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>

We are checking this also,
Edwin

[Quoted text hidden]

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT F

Infringement Report first receipt at 8:00PM EST

Subject: Blackburn Opening Report (Infringement) DRAFT v7 redacted
Date: Friday, October 5, 2018 at 8:00:48 PM Eastern Daylight Time
From: Cabrach Connor
To: Edwin Hernandez
CC: David Skeels, 'Rick Sanchez', Kevin Kudlac
Attachments: Blackburn Opening Report (Infringement) DRAFT v7 redacted.docx

Edwin, here's Blackburn's report current draft. I redacted sensitive AEO information.

The testing section is near the end at para 157.

We'll take whatever you add (please in redline) and paste into final.

EXHIBIT G

Nokia's NDA with Mobility Workx

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made by and between

(1) **Nokia of America Corporation**, a company organised under the laws of the Delaware having an office at 600 Mountain Ave., Murray Hill, NJ 07974 (hereinafter "**Nokia**"), and

(2) **Mobility Workx, LLC**, a corporation validly organised and existing under the laws of the State of Florida and having an office at 215 Circle Drive, Texas 79567 (hereinafter "**Company**").

(Each of Nokia and Company are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".)

WHEREAS

(A) The Parties may engage in discussions for the purpose of evaluating the feasibility of entering into a patent license agreement (hereinafter "**Purpose**");

(B) In such discussions each Party may disclose to the other Party certain non-public commercial or technical information and data, in oral, written, electronic, visual or other form, including without limitation license offers, patent claim charts, draft agreements, emails and reports ("**Confidential Information**"); and

(C) Each Party is willing to undertake to restrict the use and further disclosure of such Confidential Information in accordance with the terms of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED:

1. Each Party that receives Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**") shall keep such Confidential Information strictly confidential and shall not disclose it to any third party without the prior written permission of the Disclosing Party. The Parties agree that the terms and conditions of this Agreement shall be deemed "Confidential Information" and, for clarity, Confidential Information does not need to be marked, identified, or confirmed as confidential.

2. The Receiving Party shall not use Confidential Information disclosed by the Disclosing Party for any purpose other than the Purpose without the prior written permission of the Disclosing Party. The discussions and conduct that take place with respect to the subject matter of this Agreement and the disclosure of Confidential Information under this Agreement may be deemed to be offers of compromise within the scope of Rule 408 of the US Federal Rules of Evidence for US legal purposes (and corresponding rules in other applicable jurisdictions), and may not be used by or admissible at the request of the

Receiving Party for any purpose in any subsequent legal proceedings whether in the United States or elsewhere.

3. Each Party agrees (both as the Disclosing Party and as the Receiving Party) that (a) the other may disclose Confidential Information received from the Disclosing Party to any of its Affiliates and/or Agents, and/or group corporate officers and/or employees, but only to the extent that such Affiliate, Agent, officer or employee has a need to know for the Purpose; and (b) disclosure by or to such Affiliate, Agent, officer or employee of the other Party shall be deemed to be a disclosure by or to that Party, as applicable; and (c) each Party shall be responsible for the observance and proper performance by all such Affiliates, Agents, officers and employees of the terms and conditions of this Agreement.

For the purpose of this Agreement, (i) an "**Affiliate**" of a Party means any company or other entity that controls, is controlled by, or is under common control with such Party, it being agreed that control, in this context, exists where one company or entity owns directly or indirectly more than fifty per cent (50%) of the voting stock in another entity, or regardless of stock or equity ownership, is otherwise able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body able to determine the course of action of the company or entity by virtue of its voting or other rights; and (ii) an "**Agent**" of a Party means any third-party service provider, consultancy or properly constituted law firm of professionally qualified solicitors, lawyers, patent agents or patent attorneys engaged by that Party to provide professional legal services to that Party in carrying out the Purpose, and which service provider, consultancy or firm is (and whose employees, members and other personnel are) bound to that Party by obligations of confidentiality no less stringent than those set out in this Agreement.

4. The Receiving Party shall in no event use a lesser degree of care in safeguarding Confidential Information received from the Disclosing Party than it uses for its own information of similar sensitivity and importance, and upon discovery of any unauthorised disclosure of Confidential Information the Receiving Party shall use its best endeavours to prevent any further disclosure or unauthorised use thereof.

5. The foregoing obligations shall not apply to any Confidential Information which: (a) is now or subsequently becomes generally available to the public through no fault or breach by the Receiving Party; or (b) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to the Receiving Party by the Disclosing Party; or (c) is disclosed to the Receiving Party by a third party who has the right to disclose such information; or (d) is independently developed by the Receiving Party without the use of any Confidential

Information; or (e) is required to be disclosed by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall (i) promptly notify the Disclosing Party of such order or obligation, (ii) allow the Disclosing Party to intervene to contest or minimize the scope of such disclosure; and (iii) in any case minimize the scope of such disclosure.

For the purpose of the foregoing exceptions, confidential disclosures regarding detailed patent analysis shall not be deemed to be within the foregoing exceptions merely because they are included in general disclosures which are within the exceptions.

6. This Agreement shall govern the communications between the Parties from the latest date of signature of this Agreement until two (2) years have passed from such date.

7. The obligations in Sections 2, 3 and 4 of this Agreement shall survive the termination of this Agreement and shall remain in full force: (a) in perpetuity, in respect of Confidential Information that has been marked or otherwise identified as trade secret by the Disclosing Party; and (b) for a period of ten (10) years from the date of disclosure of Confidential Information that has not been marked or otherwise identified as trade secret by the Disclosing Party.

8. Neither this Agreement nor disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into any license or contract. No license to a Party, under any patent or any other intellectual property right, is either granted or implied by this Agreement or by conveying Confidential Information to such Party.

9. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York excluding its rules for choice of law.

11. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration. The arbitrator(s) are to be appointed and the arbitration is to be conducted pursuant to the rules of International Chamber of Commerce. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

The arbitration shall be held in New York, New York.

Each Party shall be entitled to seek necessary and appropriate injunctive relief or any other temporary measures from the courts of competent jurisdiction to enjoin the other Party from taking certain actions which may infringe on the rights of the Party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the first paragraph of this Article 11.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date set forth below.

On behalf of

Nokia of America Corporation

Name: *Ronald Antun*

Title: *VICE PRESIDENT*

Date: *AUGUST 3, 2018*

Place: *PLANO, TEXAS*

Name: *Margaret G. Gelsi*

Title: *SECRETARY*

Date: *AUGUST 2, 2018*

Place: *MURRAY HILL NJ*

On behalf of

Mobility Workx, LLC

Name: *Abdelsalam A. Helal*

Title: *Managing Principle*

Date: *August 2, 2018*

Place: *Winter, Texas*

Name: *Edwin A. Hernandez-Mondragon*

Title: *Managing Principle*

Date: *August 2, 2018*

Place: *Coral Springs, Florida*

EXHIBIT H

Letter from Apple Inc to Mobility Workx



October 19, 2018

Via FedEx and Email (dskeels@whitakerchalk.com)

David A. Skeels
Whitaker Chalk Swindle & Schwartz PLLC
301 Commerce Street, Suite 3500
Fort Worth, Texas 76102

Re: Breach of License Agreement

Dear David,

It has come to Apple's attention that Mobility Workx, LLC is accusing Apple devices of infringing U.S. Patent Nos. 7,697,508 and/or 8,213,417 in the lawsuit captioned *Mobility Workx, LLC v. T-Mobile US, Inc. et al.*, No. 4:17-cv-567 (E.D. Tex.) (the "T-Mobile Litigation"). Apple further understands that Mobility Workx is including revenue derived from subscribers using Apple devices in Mobility Workx's damages calculations in the T-Mobile Litigation.

These allegations by Mobility Workx constitute a breach of the September 23, 2016 license agreement between Mobility Workx, Edwin A. Hernandez-Mondragon, and Abdelsalam A. Helal on the one hand, and Apple Inc. on the other hand (the "Agreement"). Specifically, Mobility Workx is violating at least §§ 2.1, 2.2, and 2.3 of the Agreement.

Accordingly, Apple demands that Mobility Workx immediately withdraw all allegations against Apple products in any litigation—including but not limited to the T-Mobile Litigation. Thus, no later than Friday, November 2, 2018, please confirm in writing that Mobility Workx has withdrawn all allegations of infringement related to Apple products and has taken all necessary steps to do so. If you have any questions, please call me at (408) 862-1377.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey V. Lasker", is written over a horizontal line.

Jeffrey V. Lasker
Senior Counsel, IP Transactions

Cc: Dominion Harbor Group, LLC - Via Email (notice@dominionharbor.com)

Apple
One Apple Park Way
MS 169-31PL
Cupertino, CA 95014
T 408 862-1377
E jlasker@apple.com
www.apple.com

EXHIBIT I

Case between Taurus IP vs Chryslers with David Pridham and Michael Newton representing Taurus IP

Full case document

https://drive.google.com/file/d/1EOBuegTcoqa_BcBWmLZUGfhUfG1zcKHs/view?usp=sharing

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

v.

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

OPINION and ORDER

07-cv-158-bbc

¹In an order dated February 29, 2008, I amended the caption for the purpose of trial, removing Taurus and other former parties from the caption to avoid confusing the jury. For these post-trial motions, I have amended the caption to return it to its state at the time of summary judgment.

ERICH SPANGENBERG,

Third Party Defendants.

This civil action for patent infringement was filed on March 20, 2007. On February 25, 2008, I granted defendants' motion for summary judgment on plaintiff's infringement claims filed by the Chrysler and Mercedes-Benz defendants after I found that defendants' products did not infringe plaintiff's United States Patent No. 6,141,658 (the '658 patent) and that certain claims of the '658 patent were invalid as anticipated. At the same time, I denied in part plaintiff's and third party defendants' motion for summary judgment on defendants' breach of warranty claim. Defendants proceeded to trial on their claim that, in transferring the '658 patent before third party defendants Orion IP, LLC entered into a settlement of patent litigation in Texas, Orion IP, LLC and Erich Spangenberg breached the representation and warranty clause contained in the settlement agreement with defendants. The jury returned a verdict against Orion IP, LLC, finding that it had breached the settlement's representation and warranty clause. The amount of damages and defendants' contention that Orion's corporate veil should be pierced to reach Erich Spangenberg were left for post-trial briefing.

While those issues were being briefed, the parties raised several other matters. Defendants moved for a permanent injunction; an award of attorney fees against Orion IP,

LLC both as damages and as fees allowable to “prevailing parties” in Texas breach of contract suits; an award of attorney fees against Taurus IP, LLC under 35 U.S.C. § 285; and additional sanctions against Taurus, IP, LLC, Orion IP, LLC and Spangenberg. Taurus moved for relief from the summary judgment ruling of invalidity, arguing that it had discovered “new evidence.” Spangenberg and Orion IP, LLC moved for reconsideration of the ruling that Spangenberg had engaged in sanctionable behavior, moved for leave to conduct additional discovery and moved to compel disclosure of privileged information offered as in camera evidence during the hearing on sanctions.

The post-trial disputes will be resolved as follows. (1) Defendants’ motion for permanent injunction will be denied because the injunction they request is overly broad and unnecessary; (2) the corporate veil will not be pierced to make Spangenberg personally liable for a judgment to be entered against Orion IP, LLC because there is insufficient evidence that Orion IP, LLC is likely to evade a judgment entered against it; however, Spangenberg and Orion IP, LLC will be enjoined from dissipating the assets of Orion IP, LLC; (3) defendants’ motion for attorney fees from Taurus IP, LLC under 35 U.S.C. § 285 will be granted and Taurus IP, LLC will be jointly and severally liable with Orion IP, LLC for \$1,644,906.12; (4) defendants’ motion for an award of additional attorney fees against Orion IP, LLC for its breach of warranty will be granted in the amount of \$2,194,510.25; (5) defendants’ motion for additional sanctions against Taurus IP, LLC, Orion IP, LLC and

Spangenberg for their behavior at trial will be denied because the behavior to which defendants object does not warrant additional sanctions; (6) Taurus's motion for relief from the summary judgment ruling of invalidity will be denied because Taurus could have discovered the allegedly new evidence sooner had it been more diligent; (7) Orion IP, LLC's and Spangenberg's motion for reconsideration of the ruling that Spangenberg engaged in sanctionable behavior will be denied because I find clear and convincing evidence that Spangenberg was responsible for Anderson's attempt to improperly influence a witness and this behavior warrants the sanctions imposed against the company for which he was acting; (8) Orion IP, LLC's and Spangenberg's motion for leave to conduct additional discovery will be denied because Orion IP, LLC and Spangenberg have failed to demonstrate "good cause" for their failure to resolve their discovery disputes within the scheduling deadlines; (9) Orion IP, LLC's and Spangenberg's motion to compel disclosure of unredacted versions of the privileged letter sent by Anderson and the in camera testimony of Anderson will be denied because defendants have offered to release a redacted version of the transcript (dkt. #543) that contains all the information I relied upon to determine that Spangenberg's behavior was sanctionable.

In this case, Taurus's only objection to the actual amount requested by defendants is defendants' apportionment of those fees before and after this court's claim construction order. I have concluded that defendants are entitled to fees for the entire case; this moots Taurus's only objection to the amounts requested. Because Taurus makes no other objections to the amount of fees and expenses requested, and because defendants have submitted proper documentation of their expenses, billing rates and hours expended, defendants will be awarded the full amount requested, \$1,644,906.12.

C. Motion for Sanctions Against Orion and Spangenberg

Finally, defendants request sanctions against Taurus, Orion and Spangenberg for the trial costs and expenses incurred by defendants for their "litigation misconduct." Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness.

I have already ordered sanctions against Orion and Spangenberg for Spangenberg's role in Anderson's witness tampering. Nothing about defendants' contentions persuades me that I should add further sanctions for that behavior or that the other behavior was

EXHIBIT J

Dominion Harbor - Executives website

Source: <http://dominionharbor.com>



Select Page



ABOUT US

As the world's premiere IP transaction and advisory firm, with close to \$1 billion in revenues generated for clients, DHE can offer:

- Unmatched transaction expertise.
- A full spectrum of IP transaction and advisory services.
- Broad industry relationships and unrivaled access to highly-targeted and credentialed licensees .
- A proprietary AI analytic engine that arms clients with actionable IP market and deal intelligence.
- An IP Dream Team of the world's leading IP strategists with singular depth and breadth of experience.
- Access to hundreds of millions of dollars in patent acquisition and investment capital.



BY THE NUMBERS



David Pridham

Chairman and Chief Executive Officer

dp@dominionharbor.com

[View LinkedIn Profile](#)

Read Bio



Matt DelGiorno

President

matt@dominionharbor.com

[View LinkedIn Profile](#)

Read Bio





Brad Sheafe

Chief Intellectual Property Officer

brad@dominionharbor.com

Read Bio



Patrick Anderson

Chief Technology Officer

patrick@dominionharbor.com

[View LinkedIn Profile](#)

Read Bio



EXHIBIT K

SEC 10-k filing MARATHON IP with Dominion Harbor and Rick Sanchez

Full Report: https://drive.google.com/open?id=1oKIWGNhKou_YoH3hEf0L2gv-SXZ4-33U

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-36555

MARATHON PATENT GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of Incorporation or organization)

01-0949984

(I.R.S. Employer Identification No.)

11100 Santa Monica Blvd. Ste. 380, Los Angeles, CA

(Address of principal executive offices)

90025

(Zip Code)

Registrant’s telephone number, including area code (703) 232-1701

Securities registered under Section 12(b) of the Exchange Act:

Common Stock \$0.0001 par value per share

(Title of class)

The NASDAQ Stock Market LLC

(Name of each exchange on which registered)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the

On November 4, 2015, the Company issued 300,000 shares of the Company's Common Stock to Dominion Harbor Group LLC ("Dominion"), pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

On December 9, 2015, the Company entered into an agreement with Melechdavid, Inc. ("Melechdavid"), pursuant to which the Company agreed to issue 100,000 shares of the Company's Common Stock. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.61 per share or \$161,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

Recent Repurchases of Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act") and are not required to provide the information under this item.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business of the Company

We acquire patents and patent rights from owners or other ventures and seek to monetize the value of the patents through litigation and licensing strategies, alone or with others. Part of our acquisition strategy is to acquire or invest in patents and patent rights that cover a wide-range of subject matter which allows us to seek the benefits of a diversified portfolio of assets in differing industries and countries. Generally, the patents and patent rights that we seek to acquire have large identifiable targets who are or have been using technology that we believe infringes upon patents and patent rights. We generally monetize our portfolio of patents and patent rights by entering into license discussions, and if that is unsuccessful, initiating enforcement activities against any infringing parties with the objective of entering into comprehensive settlement and license agreements that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and such other terms as we deem appropriate. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company. As of December 31, 2015, we owned 327 U.S. and foreign patents and patent rights and 12 patent applications.

Recent Developments

On November 15, 2015, the Company and its wholly-owned subsidiary IP Liquidity Ventures LLC ("IP Liquidity") entered into a Memorandum of Understanding ("MOU") with Bridgestone Americas, Inc. ("Bridgestone") and IPNav pursuant to which Bridgestone acknowledged that IP Liquidity was entitled to certain fees under an Advisory Services Agreement dated December 3, 2012. In addition, (i) the parties further agreed to terminate the agreement and (ii) terminate the German Patent Purchase Agreement ("BATO PPA") entered into between Bridgestone and the Company on April 23, 2015, as amended.

In connection with the termination of the agreement and the BATO PPA, as of November 15, 2015, the Company removed notes payable in the amount of \$10,000,000 and \$9,068,504, net of accumulated amortization, in patent assets from the Company's books and records, and in connection with the termination of the agreement, the Company removed \$1,694,411, net of accumulated amortization, in patents assets from the Company's books and records.

base salary as determined by the Compensation Committee of the Company. As further consideration for Mr. Gelbtuch's services, the Company agreed to issue Mr. Gelbtuch ten-year stock options outside of the Company's 2012 Equity Incentive Plan to purchase an aggregate of 290,000 shares of common stock, with an exercise price of \$5.62 per share, which was the closing price on the day the Board of Directors approved such grant. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Gelbtuch Employment Agreement, provided Mr. Gelbtuch is still employed by the Company on each such date. On January 20, 2015, Mr. Gelbtuch and the Company mutually agreed that Mr. Gelbtuch would cease to serve, effective immediately, as the Company's Chief Marketing Officer.

[Table of Contents](#)

On October 31, 2014, we entered into a two-year executive employment agreement with Umesh Jani ("Jani Employment Agreement") pursuant to which Mr. Jani shall serve as the Company's Chief Technology Officer and SVP Licensing. Pursuant to the terms of the Jani Employment Agreement, Mr. Jani shall receive a base salary at an annual rate of \$225,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Jani's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 100,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Jani Employment Agreement, provided Mr. Jani is still employed by the Company on each such date.

On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with Rick Sanchez, effective October 31, 2014, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.

On April 7, 2015 (the "Chernicoff Effective Date"), the Company entered into a consulting agreement (the "Consulting Agreement") with Richard Chernicoff, a member of the Company's Board of Directors, pursuant to which Mr. Chernicoff shall provide certain services to the Company, including serving as the interim General Counsel and interim General Manager of commercial product commercialization development. Pursuant to the terms of the Consulting Agreement, Mr. Chernicoff shall receive a monthly retainer of \$27,000 and a ten (10) year stock option to purchase 280,000 shares of the Company's common stock (the "Award") pursuant to the Company's 2014 Equity Incentive Plan. The stock options shall have an exercise price of \$6.76 per share, the closing price of the Company's common stock on the date immediately prior to the Board of Directors approval of such stock options and the options shall vest as follows: 25% of the Award shall vest on the twelve month anniversary of the Effective Date and thereafter 2.083% on the 21st day of each succeeding calendar month for the following twelve months, provided Mr. Chernicoff continues to provide services (in addition to as a member of the Company's Board of Directors) at the time of vesting. The Award shall be subject in all respects to the terms of the 2014 Plan Equity Incentive Plan. Notwithstanding anything herein to the contrary, the remainder of the Award shall be subject to the following as an additional condition of vesting: (A) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$8.99 and (B) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$10.14.

Directors' Compensation

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2015 and 2014 awarded to, earned by or paid to our directors. The value attributable to any warrant awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 — Stockholders' Equity (Deficit) — Common Stock Warrants to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these warrant awards.

EXHIBIT L

Edwin' Hernandez, PhD 30b6 Deposition Testimony

Full Deposition Transcript:

<https://drive.google.com/file/d/12cDuokGX1IPME3pBgspobgYIOzP9cwt/view?usp=sharing>

In the Matter Of:

Mobility Workx v.

T-Mobile

Edwin Hernandez, Ph.D. - 30(b)(6)

September 26, 2018

HIGHLY CONFIDENTIAL AND ATTORNEYS' EYES ONLY



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1 privileged information.
2 A. Let's see. You know what, I don't think we
3 ever even discussed anything about T-Mobile.
4 Q. (By Mr. Lee) When did you first engage the
5 Whitaker Chalk law firm?
6 A. 2017.
7 Q. When in 2017?
8 A. I don't recall the exact date, but it has to be
9 before the lawsuit, a few months or whatever, quarter.
10 It was some time.
11 Q. So is it a fair characterization that you first
12 engaged with Whitaker Chalk law firm a few months before
13 the filing of this case? Is that correct?
14 A. I didn't even contact them.
15 Q. Okay. Was it in -- well, as far as the date on
16 which you engaged with Whitaker Chalk, was it in the
17 summer?
18 MR. SKEELS: Objection, form.
19 Q. (By Mr. Lee) Of 2017?
20 A. It's kind of hard to -- to know exactly because
21 there were other people working, advising and finding
22 attorneys.
23 Q. And you said it wasn't you who contacted
24 Whitaker Chalk. Who did?
25 A. Dominion Harbor.

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1 THE REPORTER: I'm sorry?
2 THE WITNESS: Dominion Harbor.
3 Q. (By Mr. Lee) And when did you first engage
4 with Dominion Harbor?
5 A. 2015.
6 Q. When in 2015?
7 A. I don't know. Early, mid 2015, sometime like
8 that.
9 MR. SKEELS: Michael, we've been going
10 over an hour. When it's a convenient stopping point for
11 you, I'd like to take a short break.
12 MR. LEE: Okay. Just a couple more
13 questions then.
14 Q. (By Mr. Lee) Dr. Hernandez, did you intend to
15 sue T-Mobile for patent infringement prior to meeting
16 Dominion Harbor?
17 MR. SKEELS: Can you repeat the question
18 for me, please?
19 THE REPORTER: "Dr. Hernandez, did you
20 intend to sue T-Mobile for patent infringement prior to
21 meeting Dominion Harbor?"
22 MR. SKEELS: Objection, form. Same
23 instructions regarding privilege. Please feel free to
24 answer if you can do so without disclosing privileged
25 communications.

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1 A. Let's say it's hard to know if I wanted to ever
2 sue anybody after what happened with Motorola in my
3 employment lawsuit. That was the last thing I wanted to
4 happen, this type of lawsuit, the last thing, the very
5 last one. That's why we hired Dominion Harbor, because
6 Dominion Harbor had a reputation of doing just deals.
7 So it was to bring the patent or the patents to their
8 contacts and get licenses. That's it.
9 Q. (By Mr. Lee) And did you have T-Mobile in mind
10 as a potential licensee before you engaged Dominion
11 Harbor?
12 MR. SKEELS: Objection, form. Same
13 instructions about privilege.
14 A. Like I said, we send letters to all the
15 wireless carriers, we send letters to all the wireless
16 mobile manufacturers, mobile test equipment
17 manufacturers, and certification centers. So they were
18 sent multiple times, multiple ways, e-mail, FedEx, this,
19 that, and -- but it was never -- in fact we never used
20 the word infringement. The word infringement was not
21 allowed to be used. It was always in a positive and a
22 friendly communication sent to corporations with the
23 words licensing, collaboration, partnership.
24 And we still do that. We still try to
25 reach out to corporations with friendly and very

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1 understanding mechanisms to reach consensus. Litigation
2 unfortunately seems to be an undesired option and the
3 only option left for inventors because of this lack of
4 communication and arrogance from gigantic corporations
5 like -- like the ones that you represent.
6 Q. (By Mr. Lee) So you're calling T-Mobile
7 arrogant -- an arrogant corporation. Is that what
8 you're saying?
9 MR. SKEELS: Objection, form.
10 A. It's a big corporation that maybe doesn't have
11 a responsibility to -- it doesn't feel -- feels
12 obligated to respond to -- to friendly offers for
13 inventions or deal, for partnerships, and that's what
14 ultimately bring this type of litigation.
15 MR. LEE: Okay. We can take a break now.
16 THE VIDEOGRAPHER: We are off the record
17 at approximately 1:54 p.m. This is the end of media 3.
18 (Recess taken from 1:56 p.m. to 2:09 p.m.)
19 THE VIDEOGRAPHER: We are back on the
20 record at approximately 2:09 p.m. This is the beginning
21 of media 4.
22 Q. (By Mr. Lee) And thanks, Dr. Hernandez, for
23 everything so far. I just wanted to now direct you back
24 to Exhibit 35. Specifically on page --
25 A. 35? Item 35. Oh, Exhibit 35. Oh, I got it.

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1 A. I'm not an expert in that field, but the few
2 things I know, I believe that we should be a little bit
3 out of that. We're not -- we were never part of any
4 standard bodies or anything like that, so I -- I believe
5 it's right, that we should be not considered like a
6 FRAND.
7 Q. What was your thought process as far as why you
8 put non-FRAND in this presentation?
9 MR. SKEELS: Objection, form. If you can
10 answer without disclosing attorney-client privileged
11 information, you may do so, Dr. Hernandez, but I would
12 remind you not to disclose any privileged information,
13 including privileged information that might have
14 resulted from communications with attorneys at Dominion
15 Harbor.
16 A. Yeah, I think that's the answer, like those
17 conclusions that we -- I got involved with the attorneys
18 and then they were like this is the reason, this is why
19 the reason. Yeah, multiple legalese stuff so we just --
20 okay, we followed the lead.
21 Q. (By Mr. Lee) In terms of an actual royalty
22 rate, what do you think the difference is between a
23 FRAND rate and a non-FRAND rate, to your knowledge?
24 MR. SKEELS: Objection, form.
25 A. To my knowledge, it is because sometimes those

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1 FRAND rates are like cross-licensing too, so I give you
2 a license, you give me a license. And then we're both,
3 okay, maybe because it's fair you think that you have
4 more patents that I do or more important patents than I
5 do, then I pay you because you have more weight than me.
6 But Mobility Workx is a small company so
7 it's not in the position to get a cross-licensing
8 agreement with anybody because we will never exercise
9 those rights. So it's just basically what you
10 understand is that we just need to be paid because we
11 don't -- we contributed with intellectual property but
12 you pay me with patents is worthless for Mobility Workx.
13 Q. (By Mr. Lee) Is there any other distinction
14 between FRAND and non-FRAND rates to your knowledge?
15 MR. SKEELS: Objection, form. Outside the
16 scope.
17 A. That's all I know.
18 Q. (By Mr. Lee) It was you that put these
19 percentages in this -- on this page, correct?
20 A. On page?
21 Q. On the page ending in 5070.
22 A. Yes.
23 Q. How did you come up with those percentages?
24 A. 0.01 percent in Ericsson, 0.022 -- okay. So
25 what you do is that you add 1.5 percent of Ericsson

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1 royalties, you had 140 essential patents, or patents in
2 the standard, and you use 0.01 percent and so on. So I
3 applied their royalty yield divided by the number of
4 patents. I think the number of patents were in a
5 different document and then that's how you come up with
6 the royalty per patent. And then we have -- we have
7 three patents, then we're like okay, we're around that.
8 Q. But you're -- the Mobility Workx royalty rate
9 of .07 percent for three patents, that's -- by my math
10 that's more than the .010 percent per patent in the
11 Ericsson portfolio, for example. Is that -- isn't that
12 right?
13 A. Yeah, it's a little bit more. That's why you
14 said non-FRAND.
15 Q. So again, how did you come up with the 0.07
16 percent number?
17 MR. SKEELS: Objection, form. And again,
18 I would remind the witness not to answer if requiring --
19 if answering would require him to disclose privileged
20 attorney-client communications.
21 If you can answer without disclosing
22 attorney-client communications, Dr. Hernandez, you may.
23 But I know that -- well, the attorney-client privilege
24 includes advice from any of the attorneys you were
25 dealing with, including from Dominion Harbor.

Page 220

1 A. Well, I really don't know why 0.07. I guess it
2 just kind of like -- I can't remember the rationale, but
3 I think it just kind of makes sense just to make it a
4 little higher but not that much higher than to be -- not
5 to be the lowest but not to be the highest rate. So
6 it's something there in between given the importance of
7 handoff, given the importance of the technology.
8 Q. (By Mr. Lee) Any other reasons that you can
9 recall?
10 A. No.
11 Q. Do you believe there's an obligation to license
12 on FRAND terms if the patents are essential to a
13 standard?
14 MR. SKEELS: Objection, form. Asked and
15 answered.
16 A. That's a question for damages expert. I don't
17 know.
18 Q. (By Mr. Lee) So you don't have any opinion on
19 that?
20 A. No.
21 (Exhibit No. 51 marked.)
22 Q. Dr. Hernandez, I'm going to hand you a document
23 marked Exhibit 51 bearing Bates number MOB 005114. Can
24 you please take a look at this document and let me know
25 whether you recognize this document?

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

**DECLARATION OF DR. EDWIN HERNANDEZ and ABDELSALAM HELAL,
Principal Managers of Plaintiff Mobility Workx, LLC, and a Request for
Extension of Time**

Mobility Workx, LLC, represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel and to provide needed time for Plaintiff to replace its Counsel. Mobility Workx, LLC, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

Principal Managers of Mobilty Workx, LLC, are above the age of 21, have never been convicted of a felony or crime of moral turpitude, and are competent to make this declaration, and do testify to these matters.

1. We have strong reasons to believe that Mobility Workx' Counsel attorneys, David Skeels and Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are working to benefit opposing interest. A Legal Malpractice case is currently being prepared for filing by Machat & Associates, P.C. The following are provided in support of this declaration no. 1.
 - a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)

- b. Although, we were informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
- c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL & Mobility Workx, such negotiation occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed over a skype call that our patents were not a good fit for SISVEL's LTE Patent Pool but they could try to figure something out..
- d. Although we suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway, despite repeated and clear instructions not to do so to avoid a report with false claims (**Exhibit C**).
- e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - iii. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - iv. Mobility Workx LLC counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - v. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
- f. Mobility Workx, LLC, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to Mobility Workx, LLC, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This unusual tightness of time was clearly made in bad faith and placed Mobility Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr.

Blackburn's report). Our repeated requests and pleas were denied, and the reports were sent to opposing counsel despite our disagreement.

2. TMOBILE's counsel lead, Michael Newton, from **ALSTON & BIRD** might have manipulated and potentially engaged in tampering with TMOBILE witnesses by making the following statements that were communicated verbally to us from Mr. Connor and Mr. Skeels
 - a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emulation, when it is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
 - b. TMOBILE engaged in collaboration with NOKIA. NOKIA and Mobility Workx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MOBILITY WORKX.
 - c. TMOBILE's counsel engaged and transformed a **30b(6)** deposition into a technical deposition stating for example that DOMINION HARBOR was our lawyer when to this date we ignore when they were acting as attorneys and when they were not.
3. APPLE sent us a letter stating that MOBILITY WORKX has broken its licensing agreement with Apple by requesting payments for APPLE's devices from TMOBILE.
 - a. It is unknown how APPLE was able to see Dr. Stephen's Magee expert report and how APPLE derived such conclusion, if this was not given by TMOBILE or by our own attorneys. (**Exhibit H - Letter from Apple**)
4. After seeing and confirming that counsel was not able to follow instructions given by MOBILITY WORKX (see 1 above) and in essence damaged the case with their actions, we terminated counsel
 - a. Upon completion of this termination, Dr. Hernandez requested Mobility Workx Counsel to withdraw from the case, for both TMOBILE and Verizon, around October 29th, 2018.
 - b. Mr. Skeels submitted a declaration stating that plenty of time was given to Mobility Workx to find new attorneys.
 - c. Mobility Workx has contracted three law firms and they cannot take the case as
 - i. AEO documents would need be reviewed,
 - ii. Current attorneys have punctured and damage the case,
 - iii. Current attorney are requesting a position of this matter.
5. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, Mobility Workx is unable to meet this court deadlines and schedule.
 - a. Mr. Michael Machat, Esq, has been advising us at no cost
6. We believe and that the reasons our attorneys have acted this way is that

- a. They have been associated and continue to be associated with Dominion Harbor Group, including Expert Witnesses Dr. Stephen Magee and his associates.
 - b. On September 25th, 2018 while Dr. Hernandez was at CKL's office, Mr. Jack Lu, PhD, associate from Dr. Stephen Magee's office, stated that CKL and Dominion Harbor had given Maggee's consulting firm over \$3M in contracts.
 - c. Sometime on November 2017, Mr. Connor while working at another firm, was present and settled a case where Dominion Harbor had an interest and represented some of Dr. Helal's patents
 - d. On October 2016, Mr. Connor and Dominion Harbor worked together representing Mobile Synergy Solutions against T-MOBILE and METROPCS. Mobile Synergy is a company owned by Dominion Harbor
7. Dominion Harbor principals, David Pridham and Mr. Patrick Anderson, where involved in a case representing IPNAV in a case as W.D. Wisconsin on and around 2008, between Taurus IP and Daimler Chrysler. In this case, Anderson now principal of Dominion Harbor, and David Pridham (**Exhibit J**) were involved in a case where perjury was an issue and IPNAV's reputation was questionable. An opinion made by the court on 3d day of June, 2008, as part of the opinion and Motion for sanctions made by Judge BARBARA CRABB, District Judge. (**Exhibit I**)

"Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness."

8. CKL and Whitaker & Chalk have played with us, for the TMOBILE case they act as "counsel" but in a "limited fashion," which is not clear to us, when are they acting as counsel and for who are they acting as counsel,
9. In fact, we retained Bob Taylor as Mobility Workx, General Counsel to do what CKL and Whitaker & Chalk was supposed to do.
10. CKL and Whitaker & Chalk have insisted in remaining counsel for TMOBILE's case but it is no longer counsel for VERIZON, hence we are confused as to who is representing us as we requested them to withdraw from all cases
11. Dominion Harbor withdrew all support for the cases under Mobility Workx, arguing that Mobility Workx committed a breach of its contract, and as a consequence, Counsel insinuated that a \$250,000 retainer might need to be required during a conference call between Mr. Rick Sanchez and Mr. David Skeels in September.
 - a. Later on, Mr. Skeels stated that no retainer was required at the moment from his firm.
12. Additionally, Mr. Rich Sanchez and Mr. Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion

Harbor is a shareholder and Mr. Rich Sanchez from Whitaker and Chalk and figures as:

On Page 41 of Exhibit K

“ On November 3, 2014, we entered into a two-year executive employment agreement (“Sanchez Employment Agreement”) with **Rick Sanchez, effective October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company’s Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez’s services, the Company agreed to issue him ten-year stock options under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.”

On Pg 23 of Exhibit K

And “On November 4, 2015, the Company issued 300,000 shares of the Company’s Common Stock to **Dominion Harbor Group LLC (“Dominion”)**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering”

13. Dominion Harbor acted as an attorney in several circumstances according to Mr. David Skeels, which was recorded in Dr. Hernandez **30b6** Deposition Transcript (**Exhibit L Pg 122 lines 23-25**).

“(By Mr. Lee) Dr. Hernandez, did you intend to
15 sue T-Mobile for patent infringement prior to meeting
16 Dominion Harbor?
17 MR. SKEELS: Can you repeat the question
18 for me, please?
19 THE REPORTER: “Dr. Hernandez, did you
20 intend to sue T-Mobile for patent infringement prior to
21 meeting Dominion Harbor?”
22 MR. SKEELS: **Objection, form. Same**
23 **instructions regarding privilege. Please feel free to**
24 **answer if you can do so without disclosing privileged**
25 **communications.**

14. Up until today, we are confused as to whether or not CKL & Whitaker & Chalk are our attorneys and when they are not, or whether Dominion Harbor acted as attorneys as most of them are actually attorneys. This conflict of interest should have been disclosed to us.

Prayers

For the aforementioned reasons, Mobility Workx and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

<hr/> Name: Edwin A. Hernandez-Mondragon Title: Managing Principal Date: November 27, 2018 Place: Coral Springs, Florida, USA	<hr/> Name: Abdelsalam A. Helal Title: Managing Principal Date: November 27, 2018 Place: Lancaster, UK
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EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover

Complete report <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL.

EXHIBIT C

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT D

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

EXHIBIT E

Damages Report first receipt at 8:18PM EST

EXHIBIT F

Infringement Report first receipt at 8:00PM EST

EXHIBIT G

Nokia's NDA with Mobility Workx

EXHIBIT H

Letter from Apple Inc to Mobility Workx

EXHIBIT I

Case between Taurus IP vs Chryslers with David Pridham and Michael Newton representing Taurus IP

Full case document

https://drive.google.com/file/d/1EOBuegTcoqa_BcBWmLZUGfhUfG1zcKHs/view?usp=sharing

EXHIBIT J

Dominion Harbor - Executives website

Source: <http://dominionharbor.com>

EXHIBIT K

SEC 10-k filing MARATHON IP with Dominion Harbor and Rick Sanchez

Full Report: https://drive.google.com/open?id=1oKIWGNhKou_YoH3hEf0L2gv-SXZ4-33U

EXHIBIT L

Edwin' Hernandez, PhD 30b6 Deposition Testimony

Full Deposition Transcript:

<https://drive.google.com/file/d/12cDuokGX1IPME3pBgspobgYIOzP9cwt/view?usp=sharing>

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
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Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

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Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel, and to provide urgently needed time for Plaintiff to replace its Counsel. MWx, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

Principal Managers of MWx are above the age of 21, have never been convicted of a felony or crime of moral turpitude, and are competent to make this declaration, and do testify to these matters.

1. We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are not working to benefit MWx' interest. The following are provided in support of this declaration.
 - a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
 - b. Although MWx was informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
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Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

- d. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
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 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
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- a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emulation, when it

is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)

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 - c. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, MWx is unable to meet this court deadlines and schedule.
3. Additionally, Mr. Rich Sanchez and Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion Harbor and Mr. Rich Sanchez are shareholders (See excerpts below)

On Page 41 of Exhibit K

*“ On November 3, 2014, we entered into a two-year executive employment agreement (“Sanchez Employment Agreement”) with **Rick Sanchez**, effective **October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company’s Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez’s services, the Company agreed to issue him ten-year stock options under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.”*

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Prayers

For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: November 27, 2018
Place: Coral Springs, Florida, USA

Name: Abdelsalam A. Helal
Title: Managing Principal
Date: November 27, 2018
Place: Lancaster, UK

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Plaintiff,

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We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), have not been working to benefit MWx' interest. The following set of details are provided as a sample in support of this declaration.

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(**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

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Prayers

For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings to allow Mobility Workx LLC to establish a new counsel.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: November 27, 2018
Place: Coral Springs, Florida, USA

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover Complete report can be found and downloaded from this web site: <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

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EXHIBIT D

Infringement Report first receipt at 8:00PM EST

EXHIBIT E

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT F

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

DECLARATION AND REQUEST FOR EXTENSION OF TIME

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its withdrawn counsel, and to provide urgently needed time for Plaintiff to replace its Counsel. MWx, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and co-council Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), have not been working to benefit MWx' interest. The following set of details are provided as a sample in support of this declaration.

1. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
2. Although MWx was informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
3. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016

(**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

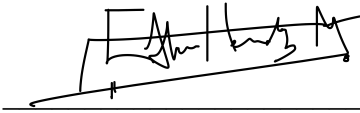
4. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
5. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - a. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - b. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - c. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - d. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - e. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
6. MWx, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to MWx, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This MWx Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr. Blackburn's report). Our repeated requests and pleas were denied, and the reports were sent to opposing counsel despite our disagreement.

Prayers

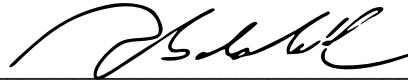
For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings to allow Mobility Workx LLC to establish a new counsel.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**



Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: December 6, 2018
Place: Coral Springs, Florida, USA



Name: Abdelsalam A. Helal
Title: Managing Principal
Date: December 6, 2018
Place: Lancaster, UK

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover Complete report can be found and downloaded from this web site: <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL

EXHIBIT C

Damages Report first receipt at 8:18PM EST

EXHIBIT D

Infringement Report first receipt at 8:00PM EST

EXHIBIT E

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT F

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

MX786201A-460

T-Mobile LTE Test Package Reference Manual



Originated by Anritsu Ltd, PX, Luton, UK

P/N: 13000-00408
Revision: G.1.0.0
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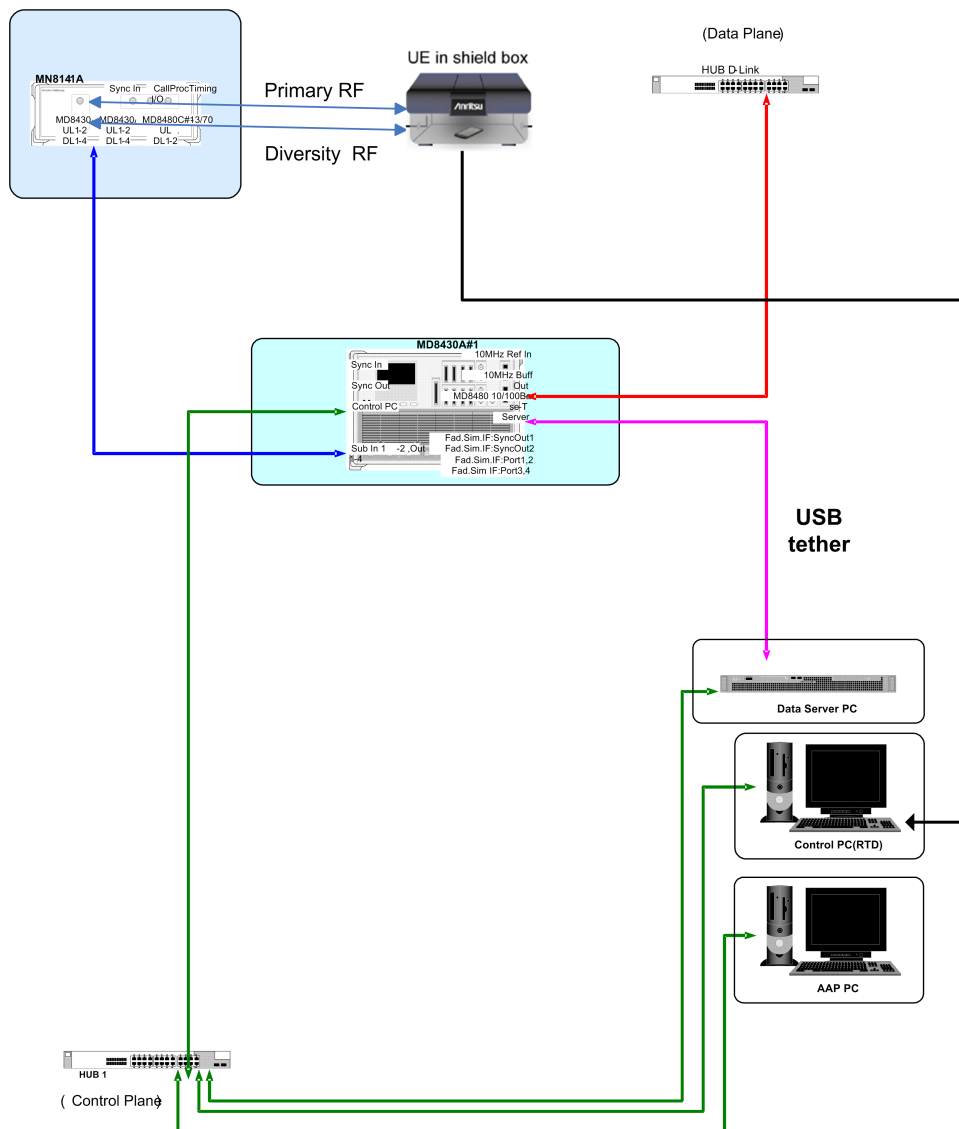
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Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

- - - - -

TAURUS IP, LLC,¹

Plaintiff,

v.

OPINION and ORDER

07-cv-158-bbc

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

- - - - -

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

¹In an order dated February 29, 2008, I amended the caption for the purpose of trial, removing Taurus and other former parties from the caption to avoid confusing the jury. For these post-trial motions, I have amended the caption to return it to its state at the time of summary judgment.

ERICH SPANGENBERG,
Third Party Defendants.

- - - - -

This civil action for patent infringement was filed on March 20, 2007. On February 25, 2008, I granted defendants’ motion for summary judgment on plaintiff’s infringement claims filed by the Chrysler and Mercedes-Benz defendants after I found that defendants’ products did not infringe plaintiff’s United States Patent No. 6,141,658 (the ‘658 patent) and that certain claims of the ‘658 patent were invalid as anticipated. At the same time, I denied in part plaintiff’s and third party defendants’ motion for summary judgment on defendants’ breach of warranty claim. Defendants proceeded to trial on their claim that, in transferring the ‘658 patent before third party defendants Orion IP, LLC entered into a settlement of patent litigation in Texas, Orion IP, LLC and Erich Spangenberg breached the representation and warranty clause contained in the settlement agreement with defendants. The jury returned a verdict against Orion IP, LLC, finding that it had breached the settlement’s representation and warranty clause. The amount of damages and defendants’ contention that Orion’s corporate veil should be pierced to reach Erich Spangenberg were left for post-trial briefing.

While those issues were being briefed, the parties raised several other matters. Defendants moved for a permanent injunction; an award of attorney fees against Orion IP,

LLC both as damages and as fees allowable to “prevailing parties” in Texas breach of contract suits; an award of attorney fees against Taurus IP, LLC under 35 U.S.C. § 285; and additional sanctions against Taurus, IP, LLC, Orion IP, LLC and Spangenberg. Taurus moved for relief from the summary judgment ruling of invalidity, arguing that it had discovered “new evidence.” Spangenberg and Orion IP, LLC moved for reconsideration of the ruling that Spangenberg had engaged in sanctionable behavior, moved for leave to conduct additional discovery and moved to compel disclosure of privileged information offered as in camera evidence during the hearing on sanctions.

The post-trial disputes will be resolved as follows. (1) Defendants’ motion for permanent injunction will be denied because the injunction they request is overly broad and unnecessary; (2) the corporate veil will not be pierced to make Spangenberg personally liable for a judgment to be entered against Orion IP, LLC because there is insufficient evidence that Orion IP, LLC is likely to evade a judgment entered against it; however, Spangenberg and Orion IP, LLC will be enjoined from dissipating the assets of Orion IP, LLC; (3) defendants’ motion for attorney fees from Taurus IP, LLC under 35 U.S.C. § 285 will be granted and Taurus IP, LLC will be jointly and severally liable with Orion IP, LLC for \$1,644,906.12; (4) defendants’ motion for an award of additional attorney fees against Orion IP, LLC for its breach of warranty will be granted in the amount of \$2,194,510.25; (5) defendants’ motion for additional sanctions against Taurus IP, LLC, Orion IP, LLC and

Spangenberg for their behavior at trial will be denied because the behavior to which defendants object does not warrant additional sanctions; (6) Taurus's motion for relief from the summary judgment ruling of invalidity will be denied because Taurus could have discovered the allegedly new evidence sooner had it been more diligent; (7) Orion IP, LLC's and Spangenberg's motion for reconsideration of the ruling that Spangenberg engaged in sanctionable behavior will be denied because I find clear and convincing evidence that Spangenberg was responsible for Anderson's attempt to improperly influence a witness and this behavior warrants the sanctions imposed against the company for which he was acting; (8) Orion IP, LLC's and Spangenberg's motion for leave to conduct additional discovery will be denied because Orion IP, LLC and Spangenberg have failed to demonstrate "good cause" for their failure to resolve their discovery disputes within the scheduling deadlines; (9) Orion IP, LLC's and Spangenberg's motion to compel disclosure of unredacted versions of the privileged letter sent by Anderson and the in camera testimony of Anderson will be denied because defendants have offered to release a redacted version of the transcript (dkt. #543) that contains all the information I relied upon to determine that Spangenberg's behavior was sanctionable.

In this case, Taurus's only objection to the actual amount requested by defendants is defendants' apportionment of those fees before and after this court's claim construction order. I have concluded that defendants are entitled to fees for the entire case; this moots Taurus's only objection to the amounts requested. Because Taurus makes no other objections to the amount of fees and expenses requested, and because defendants have submitted proper documentation of their expenses, billing rates and hours expended, defendants will be awarded the full amount requested, \$1,644,906.12.

C. Motion for Sanctions Against Orion and Spangenberg

Finally, defendants request sanctions against Taurus, Orion and Spangenberg for the trial costs and expenses incurred by defendants for their "litigation misconduct." Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness.

I have already ordered sanctions against Orion and Spangenberg for Spangenberg's role in Anderson's witness tampering. Nothing about defendants' contentions persuades me that I should add further sanctions for that behavior or that the other behavior was

MX786201A-460

T-Mobile LTE Test Package Reference Manual



Originated by Anritsu Ltd, PX, Luton, UK

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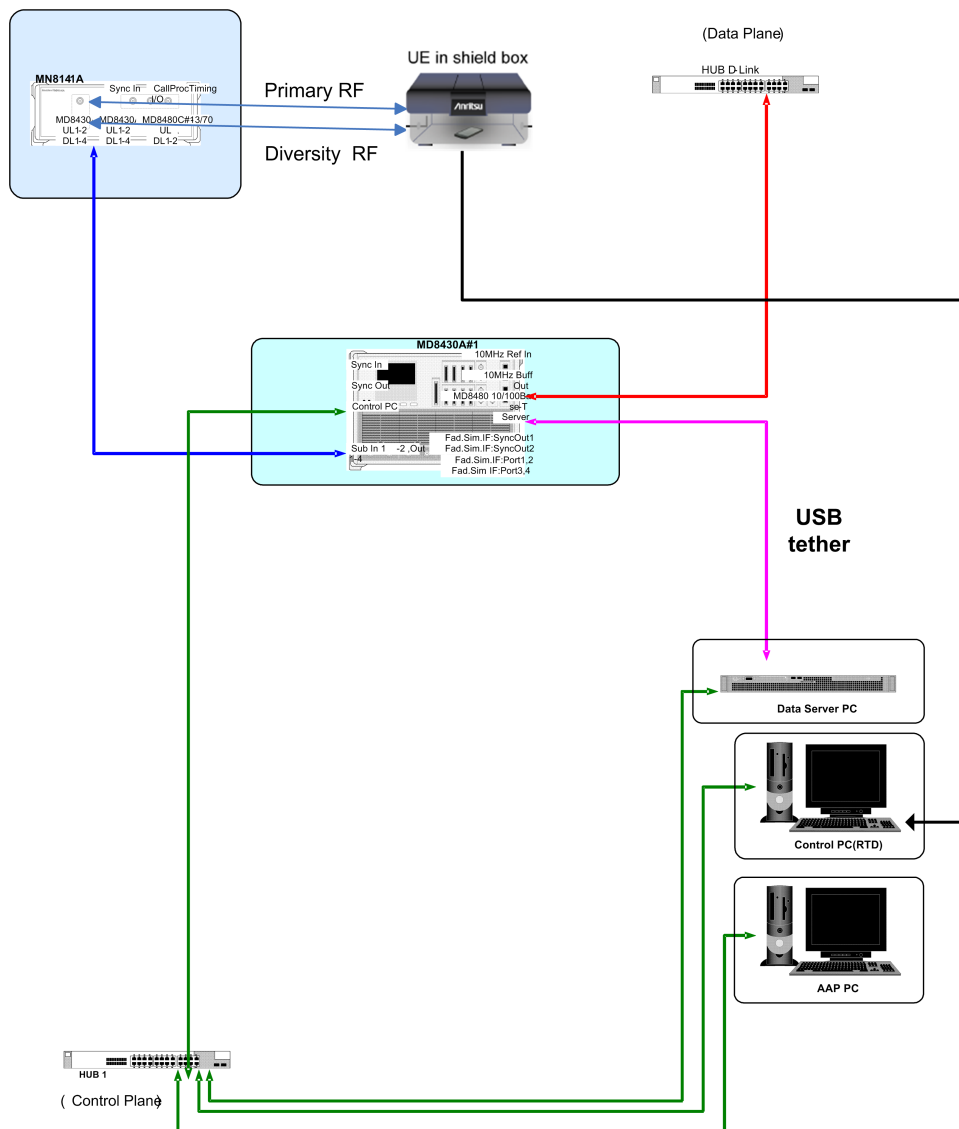
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Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

Subject: R: Sisvel & Eglacorp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time

From: Davide Ferri

To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri

Inviato: venerdì 8 luglio 2016 12:56

A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>

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Inviato: giovedì 7 luglio 2016 22:42

A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>

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<http://mobilityworkx.co/patent-portfolio/>

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+39-3316132637

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Inviato: mercoledì 6 luglio 2016 18:07

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Inviato: martedì 5 luglio 2016 19:19

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www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

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Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



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AND VALORIZING INNOVATION | SINCE
1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
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Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
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Dear Mr. Hernandez,

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Best regards,

Tracy Edwards | Director, License Management

MPEG LA, LLC
4600 S. Ulster St., Suite 400
Denver, Colorado 80237 USA
TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879
tedwards@mpegla.com | www.mpegla.com

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www.egla.com.net | www.mediampify.com |

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Tracy Edwards | Director, License Management

MPEG LA, LLC

4600 S. Ulster St., Suite 400

Denver, Colorado 80237 USA

TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879

tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]

Sent: Tuesday, July 5, 2016 8:21 AM

To: PiD-QnA <PiD-QnA@mpegla.com>

Subject: LTE Question

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www.egla.com.net | www.mediamplyfy.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494

skype: edwinhe egla.com

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Date: Friday, October 5, 2018 at 11:46:06 PM Eastern Daylight Time

From: Edwin Hernandez

To: Cabrach Connor

CC: Dr. Sumi Helal, David Skeels, Rick Sanchez, Kevin Kudlac, Harald Braun, Bob Taylor

Thanks for all the calls, but we are running out to time. **PLEASE COMPLY WITH OUR REQUESTS**

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:44 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

How many times do I have to give you the instructions? Follow our requests, verbatim
Please send me an email, stop calling

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:37 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

We are on the line with Magee's team. Edwin, please answer your phone.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:36 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks for the advice, please do so as requested, there is no time left! MAKE THOSE CHANGES, get it all signed as instructed by us, TWICE

one in the REDACTED version and the one we can't see because it is AEO.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:33 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, I'm trying to arrange a call with Magee. May we call you?

If those paragraphs come out, the report will be struck and we may not be allowed to submit another one.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:31 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbrown11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks, please one last time REMOE ALL items 138-186, and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:29 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

OK, we will revert to the original draft of para 93.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:22 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Leave item 93 untouched as well, Just remove ITEM 138-186 and replace them with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

This is the 3d time I am copy pasting the same text

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:21 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

The DAMAGES Report One more time, REMOVE ALL PARAGRAPHS, References, etc from ITEM 138-186? Delete them, erase them,

That is what is being instructed, and we want the REDACTED version of that signed by Maggee, the version we can't see, MUST COMPLY with the same request, or REMOVE ALL items from 138-186 in their totality,

Thank you!

Edwin

On Fri, Oct 5, 2018 at 11:18 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Paragraph 93 is already changed per your instruction.

I suggest we ask Magee to add this paragraph to the end of his report and keep all of 138-186. Can we do that? If the new information changes Magee's opinions, he can prepare and serve a supplemental or amended report. But a report without these sections is incomplete and will not survive a Daubert challenge.

Can we do that, Edwin?

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:16 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

If you don't want to change item 93, leave it alone then, but

All items 138-186 should be REMOVED and will be replaced with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Thank you, please do so as requested! Thanks again!!!

Sorry, please email me any further questions!!!

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:04 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, Sumi:

If I'm understanding you correctly, you want to remove paragraphs 138-186 from Magee's report. These are his analysis on GP factors 13-15, his reasonably royalty analysis, royalty stacking analysis, royalty base and damages. This is the heart and conclusions of his report. If we take these out, he has no damages opinion and no basis for his ultimate opinion on the amount of damages the jury should award. Please call me.

From: Sumi Helal <sumi.helal@gmail.com>

Sent: Friday, October 5, 2018 10:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>; Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>;

Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Robert

Taylor <Robert.Taylor@RPTSTRATEGIES.COM>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the Damage report.

Sumi--

On 10/6/18 3:42 AM, Edwin Hernandez wrote:

First Damages -- Please Follow these INSTRUCTIONS as presented herein:

Instructions:

- Remove items (ALL OF THEM) From 138-onwards from original DRAFT - REDACTED and NON-REDACTED (See Attached for more details)
- As shown in the new report, 138 is replaced by a paragraph describing what happened
- Item 93 adds a line about my testimony, regarding the 0.07% royalty-base on gross revenues that was not mentioned. (See Attached for more details)

We will need a signature on Maggee on the REDACTED version as well.

The REDACTED version MUST Be posted in the same FOLDER that will be shared with ALSTON and BIRD. Preferably SFTP share will be needed or SHAREFILE.

Here it should read 93 in the REDACTED and NON-REDACTED VERSION:

93. However, they indicate EGLA or Mobility's intention. Dr. Hernandez considered that his patents were not going to be licensed at FRAND rates,^[1] and should be licensed at a higher than FRAND rates.^[2] Dr. Hernandez testified that a 0.07% royalties on gross revenues was to be used in case of a negotiation

Here it should read 138-140 in the REDACTED and NON-REDACTED VERSION

*a. Royalty Base and
Damages Calculation*

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

--

Sumi Helal

352-214-0736

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

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Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

Subject: Re: FW: Mobility Magee Report FINAL
Date: Saturday, October 6, 2018 at 12:52:44 AM Eastern Daylight Time
From: Edwin Hernandez
To: David Skeels
CC: Cabrach Connor, Dr. Sumi Helal, Harald Braun, Bob Taylor, Kevin Kudlac, Rick Sanchez
Attachments: image002.png, image002.png

NOT APPROVED EITHER, FOLLOW THE INSTRUCTIONS AND USE THE LANGUAGE IT WAS WRITTEN INITIALLY
Edwin

On Sat, Oct 6, 2018 at 12:49 AM David Skeels <DSkeels@whitakerchalk.com> wrote:

Edwin: Blackburn will not agree to sign the language you wanted him to insert. He refuses to do so. But he will sign off on the following (see below). Please let us know if we have your authorization to serve the tech/infringement report with this language instead:

1. Shortly before I finalized this report, I was alerted to documents describing UE testing performed by Anritsu for T-Mobile. I have spent some time reviewing these documents, but I will require additional time to fully analyze and understand them. I therefore reserve the right to supplement this report. In particular, the document titled, "MX786201A-460 T-Mobile LTE Test Package Reference Manual" (TEST-DOC1) appears to describe tests performed to ensure that UEs deployed on the T-Mobile USA LTE network comply with certain technical standards and are capable of performing handover as I have described here in my report as meeting all limitations of the asserted claims. The document appears to describe a System Simulator called SS developed by Anritsu, which was apparently built for T-Mobile Specifications. It appears to show tests used for carrier acceptance testing for T-Mobile LTE network (over 1000 pages of tests) and test plans that follow T-Mobile test requirements, including configuration of UE, and simulation environment for Handover, Cell Selection, IRAT, Circuit Switched and Packet Switched, among other scenarios.

2. The Anritsu testing document, in addition to another supporting document bearing the same title ("MX786201A-460 T-Mobile LTE Test Package"), but containing a presentation (TEST-DOC2), appear to contain information that would further support my opinions, including information that suggests that T-Mobile employs functionality consistent with Mobility Workx's infringement contentions in this case and contrary to T-Mobile's non-infringement assertions. For example, upon an initial review, it appears the documents may show the use of the following elements in the T-Mobile network:

- The use of Self-Organizing Networks (SON Networks), Package 463 for the SS (TEST-DOC1), and Slide 14 of the PPT (TEST-DOC2)
- The use of Automatic Neighbor Relation (ANR) and multiple testing for cell-reselection – in relation to advertisement (Pages 39 – 159) messages, PCI, EGCI and RRC Connection Reconfiguration message (TEST-DOC1)
- Additional test cases for Handover and Circuit Switched Fall Back and neighbor cells in RRC_IDLE and RRC_CONNECTED modes
- The TimeToTrigger and mobility rate or speed (high-, med-, low-mobility) appears to be shown in a NOKIA tutorial titled "Mobility Management
- LTE Radio Parameters RL20" on Pg 16, for example, and an Ericsson's manual titled "LTE L13 Radio

Network Functionality” Page 113 (Speed Dependent Scaling of Cell Re-Selection) and Pg 339. The LTE specification calls it “Scaling” factor. These documents merit further review as to T-Mobile’s assertions that it does no speed-dependent scaling.

3. I understand Mobility Workx has requested additional information from T-Mobile about all testing and performance requirements. Once obtained and sent to me, I may amend this report in light of the revealed information from all the testing documents.

DAVID SKEELS | Member

Whitaker Chalk Swindle & Schwartz PLLC

301 Commerce Street, Suite 3500

Fort Worth, Texas 76102-4135

817.878.0573 Direct

817.878.0500 Main

817.878.0501 Fax

817.913.4075 Mobile

dskeels@whitakerchalk.com

www.whitakerchalk.com



From: Edwin Hernandez [mailto:edwinhm@gmail.com]

Sent: Friday, October 05, 2018 11:47 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <robert.taylor@rptstrategies.com>; David Skeels <DSkeels@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Rick Sanchez <RSanchez@whitakerchalk.com>

Subject: Re: FW: Mobility Magee Report FINAL

We don't want THAT, are we not clear enough? T

THIS REPORT CANNOT BE FILED AND MUST NOT

BE FILED

PLEASE FOLLOW OUR INSTRUCTIONS

Regards,

Edwin

On Sat, Oct 6, 2018 at 12:33 AM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin and MWx team:

Magee has signed and sent his report to us. It includes paragraphs 138-186 and this additional paragraph per Edwin's request:

188. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. I understand Mobility has requested additional relevant documents to be produced by T-Mobile about such testing and performance requirements. If it is determined that such documents have any implication to and effect on my damage estimate, I will fill a supplemental report accordingly.

Do we have your authorization to serve it to TMO?

Cab

From: Keiko Hikino <keiko.hikino@mageeandmagee.com>

Sent: Friday, October 5, 2018 11:30 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>; 'David Skeels' <DSkeels@whitakerchalk.com>

Cc: jack.lu@mageeandmagee.com; 'Magee, Stephen P' <Stephen.Magee@mcombs.utexas.edu>

Subject: Mobility Magee Report FINAL

Importance: High

Please find attached Magee's final and only report with his signature.

Keiko Hikino

Director of Intellectual Property Litigation

Magee & Magee

(206)760-7740

Email: keiko.hikino@mageeandmagee.com

Web: mageeandmagee.com

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

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--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

Subject: Blackburn Opening Report (Infringement) DRAFT v7 redacted
Date: Friday, October 5, 2018 at 8:00:48 PM Eastern Daylight Time
From: Cabrach Connor
To: Edwin Hernandez
CC: David Skeels, 'Rick Sanchez', Kevin Kudlac
Attachments: Blackburn Opening Report (Infringement) DRAFT v7 redacted.docx

Edwin, here's Blackburn's report current draft. I redacted sensitive AEO information.

The testing section is near the end at para 157.

We'll take whatever you add (please in redline) and paste into final.

In this case, Taurus's only objection to the actual amount requested by defendants is defendants' apportionment of those fees before and after this court's claim construction order. I have concluded that defendants are entitled to fees for the entire case; this moots Taurus's only objection to the amounts requested. Because Taurus makes no other objections to the amount of fees and expenses requested, and because defendants have submitted proper documentation of their expenses, billing rates and hours expended, defendants will be awarded the full amount requested, \$1,644,906.12.

C. Motion for Sanctions Against Orion and Spangenberg

Finally, defendants request sanctions against Taurus, Orion and Spangenberg for the trial costs and expenses incurred by defendants for their "litigation misconduct." Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness.

I have already ordered sanctions against Orion and Spangenberg for Spangenberg's role in Anderson's witness tampering. Nothing about defendants' contentions persuades me that I should add further sanctions for that behavior or that the other behavior was

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

v.

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

¹In an order dated February 29, 2008, I amended the caption for the purpose of trial, removing Taurus and other former parties from the caption to avoid confusing the jury. For these post-trial motions, I have amended the caption to return it to its state at the time of summary judgment.

ERICH SPANGENBERG,
Third Party Defendants.

This civil action for patent infringement was filed on March 20, 2007. On February 25, 2008, I granted defendants’ motion for summary judgment on plaintiff’s infringement claims filed by the Chrysler and Mercedes-Benz defendants after I found that defendants’ products did not infringe plaintiff’s United States Patent No. 6,141,658 (the ‘658 patent) and that certain claims of the ‘658 patent were invalid as anticipated. At the same time, I denied in part plaintiff’s and third party defendants’ motion for summary judgment on defendants’ breach of warranty claim. Defendants proceeded to trial on their claim that, in transferring the ‘658 patent before third party defendants Orion IP, LLC entered into a settlement of patent litigation in Texas, Orion IP, LLC and Erich Spangenberg breached the representation and warranty clause contained in the settlement agreement with defendants. The jury returned a verdict against Orion IP, LLC, finding that it had breached the settlement’s representation and warranty clause. The amount of damages and defendants’ contention that Orion’s corporate veil should be pierced to reach Erich Spangenberg were left for post-trial briefing.

While those issues were being briefed, the parties raised several other matters. Defendants moved for a permanent injunction; an award of attorney fees against Orion IP,

LLC both as damages and as fees allowable to “prevailing parties” in Texas breach of contract suits; an award of attorney fees against Taurus IP, LLC under 35 U.S.C. § 285; and additional sanctions against Taurus, IP, LLC, Orion IP, LLC and Spangenberg. Taurus moved for relief from the summary judgment ruling of invalidity, arguing that it had discovered “new evidence.” Spangenberg and Orion IP, LLC moved for reconsideration of the ruling that Spangenberg had engaged in sanctionable behavior, moved for leave to conduct additional discovery and moved to compel disclosure of privileged information offered as in camera evidence during the hearing on sanctions.

The post-trial disputes will be resolved as follows. (1) Defendants’ motion for permanent injunction will be denied because the injunction they request is overly broad and unnecessary; (2) the corporate veil will not be pierced to make Spangenberg personally liable for a judgment to be entered against Orion IP, LLC because there is insufficient evidence that Orion IP, LLC is likely to evade a judgment entered against it; however, Spangenberg and Orion IP, LLC will be enjoined from dissipating the assets of Orion IP, LLC; (3) defendants’ motion for attorney fees from Taurus IP, LLC under 35 U.S.C. § 285 will be granted and Taurus IP, LLC will be jointly and severally liable with Orion IP, LLC for \$1,644,906.12; (4) defendants’ motion for an award of additional attorney fees against Orion IP, LLC for its breach of warranty will be granted in the amount of \$2,194,510.25; (5) defendants’ motion for additional sanctions against Taurus IP, LLC, Orion IP, LLC and

Spangenberg for their behavior at trial will be denied because the behavior to which defendants object does not warrant additional sanctions; (6) Taurus's motion for relief from the summary judgment ruling of invalidity will be denied because Taurus could have discovered the allegedly new evidence sooner had it been more diligent; (7) Orion IP, LLC's and Spangenberg's motion for reconsideration of the ruling that Spangenberg engaged in sanctionable behavior will be denied because I find clear and convincing evidence that Spangenberg was responsible for Anderson's attempt to improperly influence a witness and this behavior warrants the sanctions imposed against the company for which he was acting; (8) Orion IP, LLC's and Spangenberg's motion for leave to conduct additional discovery will be denied because Orion IP, LLC and Spangenberg have failed to demonstrate "good cause" for their failure to resolve their discovery disputes within the scheduling deadlines; (9) Orion IP, LLC's and Spangenberg's motion to compel disclosure of unredacted versions of the privileged letter sent by Anderson and the in camera testimony of Anderson will be denied because defendants have offered to release a redacted version of the transcript (dkt. #543) that contains all the information I relied upon to determine that Spangenberg's behavior was sanctionable.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

v.

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

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ABOUT US

As the world's premiere IP transaction and advisory firm, with close to \$1 billion in revenues generated for clients, DHE can offer:

- Unmatched transaction expertise.
- A full spectrum of IP transaction and advisory services.
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- A proprietary AI analytic engine that arms clients with actionable IP market and deal intelligence.
- An IP Dream Team of the world's leading IP strategists with singular depth and breadth of experience.
- Access to hundreds of millions of dollars in patent acquisition and investment capital.



BY THE NUMBERS



David Pridham

Chairman and Chief Executive Officer

dp@dominionharbor.com

[View LinkedIn Profile](#)

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Matt DelGiorno

President

matt@dominionharbor.com

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Read Bio





Brad Sheafe

Chief Intellectual Property Officer

brad@dominionharbor.com

Read Bio



Patrick Anderson

Chief Technology Officer

patrick@dominionharbor.com

[View LinkedIn Profile](#)

Read Bio



UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-36555

MARATHON PATENT GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of Incorporation or organization)

01-0949984

(I.R.S. Employer Identification No.)

11100 Santa Monica Blvd. Ste. 380, Los Angeles, CA

(Address of principal executive offices)

90025

(Zip Code)

Registrant’s telephone number, including area code (703) 232-1701

Securities registered under Section 12(b) of the Exchange Act:

Common Stock \$0.0001 par value per share

(Title of class)

The NASDAQ Stock Market LLC

(Name of each exchange on which registered)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the

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Recent Repurchases of Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act") and are not required to provide the information under this item.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business of the Company

We acquire patents and patent rights from owners or other ventures and seek to monetize the value of the patents through litigation and licensing strategies, alone or with others. Part of our acquisition strategy is to acquire or invest in patents and patent rights that cover a wide-range of subject matter which allows us to seek the benefits of a diversified portfolio of assets in differing industries and countries. Generally, the patents and patent rights that we seek to acquire have large identifiable targets who are or have been using technology that we believe infringes upon patents and patent rights. We generally monetize our portfolio of patents and patent rights by entering into license discussions, and if that is unsuccessful, initiating enforcement activities against any infringing parties with the objective of entering into comprehensive settlement and license agreements that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and such other terms as we deem appropriate. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company. As of December 31, 2015, we owned 327 U.S. and foreign patents and patent rights and 12 patent applications.

Recent Developments

On November 15, 2015, the Company and its wholly-owned subsidiary IP Liquidity Ventures LLC ("IP Liquidity") entered into a Memorandum of Understanding ("MOU") with Bridgestone Americas, Inc. ("Bridgestone") and IPNav pursuant to which Bridgestone acknowledged that IP Liquidity was entitled to certain fees under an Advisory Services Agreement dated December 3, 2012. In addition, (i) the parties further agreed to terminate the agreement and (ii) terminate the German Patent Purchase Agreement ("BATO PPA") entered into between Bridgestone and the Company on April 23, 2015, as amended.

In connection with the termination of the agreement and the BATO PPA, as of November 15, 2015, the Company removed notes payable in the amount of \$10,000,000 and \$9,068,504, net of accumulated amortization, in patent assets from the Company's books and records, and in connection with the termination of the agreement, the Company removed \$1,694,411, net of accumulated amortization, in patents assets from the Company's books and records.

base salary as determined by the Compensation Committee of the Company. As further consideration for Mr. Gelbtuch's services, the Company agreed to issue Mr. Gelbtuch ten-year stock options outside of the Company's 2012 Equity Incentive Plan to purchase an aggregate of 290,000 shares of common stock, with an exercise price of \$5.62 per share, which was the closing price on the day the Board of Directors approved such grant. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Gelbtuch Employment Agreement, provided Mr. Gelbtuch is still employed by the Company on each such date. On January 20, 2015, Mr. Gelbtuch and the Company mutually agreed that Mr. Gelbtuch would cease to serve, effective immediately, as the Company's Chief Marketing Officer.

[Table of Contents](#)

On October 31, 2014, we entered into a two-year executive employment agreement with Umesh Jani ("Jani Employment Agreement") pursuant to which Mr. Jani shall serve as the Company's Chief Technology Officer and SVP Licensing. Pursuant to the terms of the Jani Employment Agreement, Mr. Jani shall receive a base salary at an annual rate of \$225,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Jani's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 100,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Jani Employment Agreement, provided Mr. Jani is still employed by the Company on each such date.

On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with Rick Sanchez, effective October 31, 2014, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.

On April 7, 2015 (the "Chernicoff Effective Date"), the Company entered into a consulting agreement (the "Consulting Agreement") with Richard Chernicoff, a member of the Company's Board of Directors, pursuant to which Mr. Chernicoff shall provide certain services to the Company, including serving as the interim General Counsel and interim General Manager of commercial product commercialization development. Pursuant to the terms of the Consulting Agreement, Mr. Chernicoff shall receive a monthly retainer of \$27,000 and a ten (10) year stock option to purchase 280,000 shares of the Company's common stock (the "Award") pursuant to the Company's 2014 Equity Incentive Plan. The stock options shall have an exercise price of \$6.76 per share, the closing price of the Company's common stock on the date immediately prior to the Board of Directors approval of such stock options and the options shall vest as follows: 25% of the Award shall vest on the twelve month anniversary of the Effective Date and thereafter 2.083% on the 21st day of each succeeding calendar month for the following twelve months, provided Mr. Chernicoff continues to provide services (in addition to as a member of the Company's Board of Directors) at the time of vesting. The Award shall be subject in all respects to the terms of the 2014 Plan Equity Incentive Plan. Notwithstanding anything herein to the contrary, the remainder of the Award shall be subject to the following as an additional condition of vesting: (A) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$8.99 and (B) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$10.14.

Directors' Compensation

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2015 and 2014 awarded to, earned by or paid to our directors. The value attributable to any warrant awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 — Stockholders' Equity (Deficit) — Common Stock Warrants to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these warrant awards.

Fees	Non-equity	Non-qualified
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 001-36555

MARATHON PATENT GROUP, INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of Incorporation or organization)

01-0949984
(I.R.S. Employer Identification No.)

11100 Santa Monica Blvd. Ste. 380, Los Angeles, CA
(Address of principal executive offices)

90025
(Zip Code)

Registrant’s telephone number, including area code (703) 232-1701

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Case 4:17-cv-00872-ALM Document 110-4 Filed 07/29/19 Page 202 of 271 PageID #: 5263

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In the Matter Of:

Mobility Workx v.

T-Mobile

Edwin Hernandez, Ph.D. - 30(b)(6)

September 26, 2018

HIGHLY CONFIDENTIAL AND ATTORNEYS' EYES ONLY



Page 121

1 privileged information.
 2 A. Let's see. You know what, I don't think we
 3 ever even discussed anything about T-Mobile.
 4 Q. (By Mr. Lee) When did you first engage the
 5 Whitaker Chalk law firm?
 6 A. 2017.
 7 Q. When in 2017?
 8 A. I don't recall the exact date, but it has to be
 9 before the lawsuit, a few months or whatever, quarter.
 10 It was some time.
 11 Q. So is it a fair characterization that you first
 12 engaged with Whitaker Chalk law firm a few months before
 13 the filing of this case? Is that correct?
 14 A. I didn't even contact them.
 15 Q. Okay. Was it in -- well, as far as the date on
 16 which you engaged with Whitaker Chalk, was it in the
 17 summer?
 18 MR. SKEELS: Objection, form.
 19 Q. (By Mr. Lee) Of 2017?
 20 A. It's kind of hard to -- to know exactly because
 21 there were other people working, advising and finding
 22 attorneys.
 23 Q. And you said it wasn't you who contacted
 24 Whitaker Chalk. Who did?
 25 A. Dominion Harbor.

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1 THE REPORTER: I'm sorry?
 2 THE WITNESS: Dominion Harbor.
 3 Q. (By Mr. Lee) And when did you first engage
 4 with Dominion Harbor?
 5 A. 2015.
 6 Q. When in 2015?
 7 A. I don't know. Early, mid 2015, sometime like
 8 that.
 9 MR. SKEELS: Michael, we've been going
 10 over an hour. When it's a convenient stopping point for
 11 you, I'd like to take a short break.
 12 MR. LEE: Okay. Just a couple more
 13 questions then.
 14 Q. (By Mr. Lee) Dr. Hernandez, did you intend to
 15 sue T-Mobile for patent infringement prior to meeting
 16 Dominion Harbor?
 17 MR. SKEELS: Can you repeat the question
 18 for me, please?
 19 THE REPORTER: "Dr. Hernandez, did you
 20 intend to sue T-Mobile for patent infringement prior to
 21 meeting Dominion Harbor?"
 22 MR. SKEELS: Objection, form. Same
 23 instructions regarding privilege. Please feel free to
 24 answer if you can do so without disclosing privileged
 25 communications.

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1 A. Let's say it's hard to know if I wanted to ever
 2 sue anybody after what happened with Motorola in my
 3 employment lawsuit. That was the last thing I wanted to
 4 happen, this type of lawsuit, the last thing, the very
 5 last one. That's why we hired Dominion Harbor, because
 6 Dominion Harbor had a reputation of doing just deals.
 7 So it was to bring the patent or the patents to their
 8 contacts and get licenses. That's it.
 9 Q. (By Mr. Lee) And did you have T-Mobile in mind
 10 as a potential licensee before you engaged Dominion
 11 Harbor?
 12 MR. SKEELS: Objection, form. Same
 13 instructions about privilege.
 14 A. Like I said, we send letters to all the
 15 wireless carriers, we send letters to all the wireless
 16 mobile manufacturers, mobile test equipment
 17 manufacturers, and certification centers. So they were
 18 sent multiple times, multiple ways, e-mail, FedEx, this,
 19 that, and -- but it was never -- in fact we never used
 20 the word infringement. The word infringement was not
 21 allowed to be used. It was always in a positive and a
 22 friendly communication sent to corporations with the
 23 words licensing, collaboration, partnership.
 24 And we still do that. We still try to
 25 reach out to corporations with friendly and very

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1 understanding mechanisms to reach consensus. Litigation
 2 unfortunately seems to be an undesired option and the
 3 only option left for inventors because of this lack of
 4 communication and arrogance from gigantic corporations
 5 like -- like the ones that you represent.
 6 Q. (By Mr. Lee) So you're calling T-Mobile
 7 arrogant -- an arrogant corporation. Is that what
 8 you're saying?
 9 MR. SKEELS: Objection, form.
 10 A. It's a big corporation that maybe doesn't have
 11 a responsibility to -- it doesn't feel -- feels
 12 obligated to respond to -- to friendly offers for
 13 inventions or deal, for partnerships, and that's what
 14 ultimately bring this type of litigation.
 15 MR. LEE: Okay. We can take a break now.
 16 THE VIDEOGRAPHER: We are off the record
 17 at approximately 1:54 p.m. This is the end of media 3.
 18 (Recess taken from 1:56 p.m. to 2:09 p.m.)
 19 THE VIDEOGRAPHER: We are back on the
 20 record at approximately 2:09 p.m. This is the beginning
 21 of media 4.
 22 Q. (By Mr. Lee) And thanks, Dr. Hernandez, for
 23 everything so far. I just wanted to now direct you back
 24 to Exhibit 35. Specifically on page --
 25 A. 35? Item 35. Oh, Exhibit 35. Oh, I got it.

Page 217

1 A. I'm not an expert in that field, but the few
 2 things I know, I believe that we should be a little bit
 3 out of that. We're not -- we were never part of any
 4 standard bodies or anything like that, so I -- I believe
 5 it's right, that we should be not considered like a
 6 FRAND.
 7 Q. What was your thought process as far as why you
 8 put non-FRAND in this presentation?
 9 MR. SKEELS: Objection, form. If you can
 10 answer without disclosing attorney-client privileged
 11 information, you may do so, Dr. Hernandez, but I would
 12 remind you not to disclose any privileged information,
 13 including privileged information that might have
 14 resulted from communications with attorneys at Dominion
 15 Harbor.
 16 A. Yeah, I think that's the answer, like those
 17 conclusions that we -- I got involved with the attorneys
 18 and then they were like this is the reason, this is why
 19 the reason. Yeah, multiple legalese stuff so we just --
 20 okay, we followed the lead.
 21 Q. (By Mr. Lee) In terms of an actual royalty
 22 rate, what do you think the difference is between a
 23 FRAND rate and a non-FRAND rate, to your knowledge?
 24 MR. SKEELS: Objection, form.
 25 A. To my knowledge, it is because sometimes those

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1 FRAND rates are like cross-licensing too, so I give you
 2 a license, you give me a license. And then we're both,
 3 okay, maybe because it's fair you think that you have
 4 more patents that I do or more important patents than I
 5 do, then I pay you because you have more weight than me.
 6 But Mobility Workx is a small company so
 7 it's not in the position to get a cross-licensing
 8 agreement with anybody because we will never exercise
 9 those rights. So it's just basically what you
 10 understand is that we just need to be paid because we
 11 don't -- we contributed with intellectual property but
 12 you pay me with patents is worthless for Mobility Workx.
 13 Q. (By Mr. Lee) Is there any other distinction
 14 between FRAND and non-FRAND rates to your knowledge?
 15 MR. SKEELS: Objection, form. Outside the
 16 scope.
 17 A. That's all I know.
 18 Q. (By Mr. Lee) It was you that put these
 19 percentages in this -- on this page, correct?
 20 A. On page?
 21 Q. On the page ending in 5070.
 22 A. Yes.
 23 Q. How did you come up with those percentages?
 24 A. 0.01 percent in Ericsson, 0.022 -- okay. So
 25 what you do is that you add 1.5 percent of Ericsson

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1 royalties, you had 140 essential patents, or patents in
 2 the standard, and you use 0.01 percent and so on. So I
 3 applied their royalty yield divided by the number of
 4 patents. I think the number of patents were in a
 5 different document and then that's how you come up with
 6 the royalty per patent. And then we have -- we have
 7 three patents, then we're like okay, we're around that.
 8 Q. But you're -- the Mobility Workx royalty rate
 9 of .07 percent for three patents, that's -- by my math
 10 that's more than the .010 percent per patent in the
 11 Ericsson portfolio, for example. Is that -- isn't that
 12 right?
 13 A. Yeah, it's a little bit more. That's why you
 14 said non-FRAND.
 15 Q. So again, how did you come up with the 0.07
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 17 MR. SKEELS: Objection, form. And again,
 18 I would remind the witness not to answer if requiring --
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 20 attorney-client communications.
 21 If you can answer without disclosing
 22 attorney-client communications, Dr. Hernandez, you may.
 23 But I know that -- well, the attorney-client privilege
 24 includes advice from any of the attorneys you were
 25 dealing with, including from Dominion Harbor.

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1 A. Well, I really don't know why 0.07. I guess it
 2 just kind of like -- I can't remember the rationale, but
 3 I think it just kind of makes sense just to make it a
 4 little higher but not that much higher than to be -- not
 5 to be the lowest but not to be the highest rate. So
 6 it's something there in between given the importance of
 7 handoff, given the importance of the technology.
 8 Q. (By Mr. Lee) Any other reasons that you can
 9 recall?
 10 A. No.
 11 Q. Do you believe there's an obligation to license
 12 on FRAND terms if the patents are essential to a
 13 standard?
 14 MR. SKEELS: Objection, form. Asked and
 15 answered.
 16 A. That's a question for damages expert. I don't
 17 know.
 18 Q. (By Mr. Lee) So you don't have any opinion on
 19 that?
 20 A. No.
 21 (Exhibit No. 51 marked.)
 22 Q. Dr. Hernandez, I'm going to hand you a document
 23 marked Exhibit 51 bearing Bates number MOB 005114. Can
 24 you please take a look at this document and let me know
 25 whether you recognize this document?

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made by and between

(1) **Nokia of America Corporation**, a company organised under the laws of the Delaware having an office at 600 Mountain Ave., Murray Hill, NJ 07974 (hereinafter "**Nokia**"), and

(2) **Mobility Workx, LLC**, a corporation validly organised and existing under the laws of the State of Florida and having an office at 215 Circle Drive, Texas 79567 (hereinafter "**Company**").

(Each of Nokia and Company are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".)

WHEREAS

(A) The Parties may engage in discussions for the purpose of evaluating the feasibility of entering into a patent license agreement (hereinafter "**Purpose**");

(B) In such discussions each Party may disclose to the other Party certain non-public commercial or technical information and data, in oral, written, electronic, visual or other form, including without limitation license offers, patent claim charts, draft agreements, emails and reports ("**Confidential Information**"); and

(C) Each Party is willing to undertake to restrict the use and further disclosure of such Confidential Information in accordance with the terms of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED:

1. Each Party that receives Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**") shall keep such Confidential Information strictly confidential and shall not disclose it to any third party without the prior written permission of the Disclosing Party. The Parties agree that the terms and conditions of this Agreement shall be deemed "Confidential Information" and, for clarity, Confidential Information does not need to be marked, identified, or confirmed as confidential.

2. The Receiving Party shall not use Confidential Information disclosed by the Disclosing Party for any purpose other than the Purpose without the prior written permission of the Disclosing Party. The discussions and conduct that take place with respect to the subject matter of this Agreement and the disclosure of Confidential Information under this Agreement may be deemed to be offers of compromise within the scope of Rule 408 of the US Federal Rules of Evidence for US legal purposes (and corresponding rules in other applicable jurisdictions), and may not be used by or admissible at the request of the

Receiving Party for any purpose in any subsequent legal proceedings whether in the United States or elsewhere.

3. Each Party agrees (both as the Disclosing Party and as the Receiving Party) that (a) the other may disclose Confidential Information received from the Disclosing Party to any of its Affiliates and/or Agents, and/or group corporate officers and/or employees, but only to the extent that such Affiliate, Agent, officer or employee has a need to know for the Purpose; and (b) disclosure by or to such Affiliate, Agent, officer or employee of the other Party shall be deemed to be a disclosure by or to that Party, as applicable; and (c) each Party shall be responsible for the observance and proper performance by all such Affiliates, Agents, officers and employees of the terms and conditions of this Agreement.

For the purpose of this Agreement, (i) an "**Affiliate**" of a Party means any company or other entity that controls, is controlled by, or is under common control with such Party, it being agreed that control, in this context, exists where one company or entity owns directly or indirectly more than fifty per cent (50%) of the voting stock in another entity, or regardless of stock or equity ownership, is otherwise able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body able to determine the course of action of the company or entity by virtue of its voting or other rights; and (ii) an "**Agent**" of a Party means any third-party service provider, consultancy or properly constituted law firm of professionally qualified solicitors, lawyers, patent agents or patent attorneys engaged by that Party to provide professional legal services to that Party in carrying out the Purpose, and which service provider, consultancy or firm is (and whose employees, members and other personnel are) bound to that Party by obligations of confidentiality no less stringent than those set out in this Agreement.

4. The Receiving Party shall in no event use a lesser degree of care in safeguarding Confidential Information received from the Disclosing Party than it uses for its own information of similar sensitivity and importance, and upon discovery of any unauthorised disclosure of Confidential Information the Receiving Party shall use its best endeavours to prevent any further disclosure or unauthorised use thereof.

5. The foregoing obligations shall not apply to any Confidential Information which: (a) is now or subsequently becomes generally available to the public through no fault or breach by the Receiving Party; or (b) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to the Receiving Party by the Disclosing Party; or (c) is disclosed to the Receiving Party by a third party who has the right to disclose such information; or (d) is independently developed by the Receiving Party without the use of any Confidential

Information; or (e) is required to be disclosed by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall (i) promptly notify the Disclosing Party of such order or obligation, (ii) allow the Disclosing Party to intervene to contest or minimize the scope of such disclosure; and (iii) in any case minimize the scope of such disclosure.

For the purpose of the foregoing exceptions, confidential disclosures regarding detailed patent analysis shall not be deemed to be within the foregoing exceptions merely because they are included in general disclosures which are within the exceptions.

6. This Agreement shall govern the communications between the Parties from the latest date of signature of this Agreement until two (2) years have passed from such date.

7. The obligations in Sections 2, 3 and 4 of this Agreement shall survive the termination of this Agreement and shall remain in full force: (a) in perpetuity, in respect of Confidential Information that has been marked or otherwise identified as trade secret by the Disclosing Party; and (b) for a period of ten (10) years from the date of disclosure of Confidential Information that has not been marked or otherwise identified as trade secret by the Disclosing Party.

8. Neither this Agreement nor disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into any license or contract. No license to a Party, under any patent or any other intellectual property right, is either granted or implied by this Agreement or by conveying Confidential Information to such Party.

9. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York excluding its rules for choice of law.

11. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration. The arbitrator(s) are to be appointed and the arbitration is to be conducted pursuant to the rules of International Chamber of Commerce. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

The arbitration shall be held in New York, New York.

Each Party shall be entitled to seek necessary and appropriate injunctive relief or any other temporary measures from the courts of competent jurisdiction to enjoin the other Party from taking certain actions which may infringe on the rights of the Party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the first paragraph of this Article 11.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date set forth below.

On behalf of

Nokia of America Corporation

Name: *Ronald Antun*

Title: *VICE PRESIDENT*

Date: *AUGUST 3, 2018*

Place: *PLANO, TEXAS*

Name: *Margaret G. Gelsi*

Title: *SECRETARY*

Date: *AUGUST 2, 2018*

Place: *MURRAY HILL NJ*

On behalf of

Mobility Workx, LLC

Name: *Abdelsalam A. Helal*

Title: *Managing Principle*

Date: *August 2, 2018*

Place: *Winter, Texas*

Name: *Edwin A. Hernandez-Mondragon*

Title: *Managing Principle*

Date: *August 2, 2018*

Place: *Coral Springs, Florida*

In the Matter Of:

Mobility Workx v.

T-Mobile

Edwin Hernandez, Ph.D. - 30(b)(6)

September 26, 2018

HIGHLY CONFIDENTIAL AND ATTORNEYS' EYES ONLY



<p style="text-align: right;">Page 121</p> <p>1 privileged information.</p> <p>2 A. Let's see. You know what, I don't think we</p> <p>3 ever even discussed anything about T-Mobile.</p> <p>4 Q. (By Mr. Lee) When did you first engage the</p> <p>5 Whitaker Chalk law firm?</p> <p>6 A. 2017.</p> <p>7 Q. When in 2017?</p> <p>8 A. I don't recall the exact date, but it has to be</p> <p>9 before the lawsuit, a few months or whatever, quarter.</p> <p>10 It was some time.</p> <p>11 Q. So is it a fair characterization that you first</p> <p>12 engaged with Whitaker Chalk law firm a few months before</p> <p>13 the filing of this case? Is that correct?</p> <p>14 A. I didn't even contact them.</p> <p>15 Q. Okay. Was it in -- well, as far as the date on</p> <p>16 which you engaged with Whitaker Chalk, was it in the</p> <p>17 summer?</p> <p>18 MR. SKEELS: Objection, form.</p> <p>19 Q. (By Mr. Lee) Of 2017?</p> <p>20 A. It's kind of hard to -- to know exactly because</p> <p>21 there were other people working, advising and finding</p> <p>22 attorneys.</p> <p>23 Q. And you said it wasn't you who contacted</p> <p>24 Whitaker Chalk. Who did?</p> <p>25 A. Dominion Harbor.</p>	<p style="text-align: right;">Page 123</p> <p>1 A. Let's say it's hard to know if I wanted to ever</p> <p>2 sue anybody after what happened with Motorola in my</p> <p>3 employment lawsuit. That was the last thing I wanted to</p> <p>4 happen, this type of lawsuit, the last thing, the very</p> <p>5 last one. That's why we hired Dominion Harbor, because</p> <p>6 Dominion Harbor had a reputation of doing just deals.</p> <p>7 So it was to bring the patent or the patents to their</p> <p>8 contacts and get licenses. That's it.</p> <p>9 Q. (By Mr. Lee) And did you have T-Mobile in mind</p> <p>10 as a potential licensee before you engaged Dominion</p> <p>11 Harbor?</p> <p>12 MR. SKEELS: Objection, form. Same</p> <p>13 instructions about privilege.</p> <p>14 A. Like I said, we send letters to all the</p> <p>15 wireless carriers, we send letters to all the wireless</p> <p>16 mobile manufacturers, mobile test equipment</p> <p>17 manufacturers, and certification centers. So they were</p> <p>18 sent multiple times, multiple ways, e-mail, FedEx, this,</p> <p>19 that, and -- but it was never -- in fact we never used</p> <p>20 the word infringement. The word infringement was not</p> <p>21 allowed to be used. It was always in a positive and a</p> <p>22 friendly communication sent to corporations with the</p> <p>23 words licensing, collaboration, partnership.</p> <p>24 And we still do that. We still try to</p> <p>25 reach out to corporations with friendly and very</p>
<p style="text-align: right;">Page 122</p> <p>1 THE REPORTER: I'm sorry?</p> <p>2 THE WITNESS: Dominion Harbor.</p> <p>3 Q. (By Mr. Lee) And when did you first engage</p> <p>4 with Dominion Harbor?</p> <p>5 A. 2015.</p> <p>6 Q. When in 2015?</p> <p>7 A. I don't know. Early, mid 2015, sometime like</p> <p>8 that.</p> <p>9 MR. SKEELS: Michael, we've been going</p> <p>10 over an hour. When it's a convenient stopping point for</p> <p>11 you, I'd like to take a short break.</p> <p>12 MR. LEE: Okay. Just a couple more</p> <p>13 questions then.</p> <p>14 Q. (By Mr. Lee) Dr. Hernandez, did you intend to</p> <p>15 sue T-Mobile for patent infringement prior to meeting</p> <p>16 Dominion Harbor?</p> <p>17 MR. SKEELS: Can you repeat the question</p> <p>18 for me, please?</p> <p>19 THE REPORTER: "Dr. Hernandez, did you</p> <p>20 intend to sue T-Mobile for patent infringement prior to</p> <p>21 meeting Dominion Harbor?"</p> <p>22 MR. SKEELS: Objection, form. Same</p> <p>23 instructions regarding privilege. Please feel free to</p> <p>24 answer if you can do so without disclosing privileged</p> <p>25 communications.</p>	<p style="text-align: right;">Page 124</p> <p>1 understanding mechanisms to reach consensus. Litigation</p> <p>2 unfortunately seems to be an undesired option and the</p> <p>3 only option left for inventors because of this lack of</p> <p>4 communication and arrogance from gigantic corporations</p> <p>5 like -- like the ones that you represent.</p> <p>6 Q. (By Mr. Lee) So you're calling T-Mobile</p> <p>7 arrogant -- an arrogant corporation. Is that what</p> <p>8 you're saying?</p> <p>9 MR. SKEELS: Objection, form.</p> <p>10 A. It's a big corporation that maybe doesn't have</p> <p>11 a responsibility to -- it doesn't feel -- feels</p> <p>12 obligated to respond to -- to friendly offers for</p> <p>13 inventions or deal, for partnerships, and that's what</p> <p>14 ultimately bring this type of litigation.</p> <p>15 MR. LEE: Okay. We can take a break now.</p> <p>16 THE VIDEOGRAPHER: We are off the record</p> <p>17 at approximately 1:54 p.m. This is the end of media 3.</p> <p>18 (Recess taken from 1:56 p.m. to 2:09 p.m.)</p> <p>19 THE VIDEOGRAPHER: We are back on the</p> <p>20 record at approximately 2:09 p.m. This is the beginning</p> <p>21 of media 4.</p> <p>22 Q. (By Mr. Lee) And thanks, Dr. Hernandez, for</p> <p>23 everything so far. I just wanted to now direct you back</p> <p>24 to Exhibit 35. Specifically on page --</p> <p>25 A. 35? Item 35. Oh, Exhibit 35. Oh, I got it.</p>

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1 A. I'm not an expert in that field, but the few
 2 things I know, I believe that we should be a little bit
 3 out of that. We're not -- we were never part of any
 4 standard bodies or anything like that, so I -- I believe
 5 it's right, that we should be not considered like a
 6 FRAND.
 7 Q. What was your thought process as far as why you
 8 put non-FRAND in this presentation?
 9 MR. SKEELS: Objection, form. If you can
 10 answer without disclosing attorney-client privileged
 11 information, you may do so, Dr. Hernandez, but I would
 12 remind you not to disclose any privileged information,
 13 including privileged information that might have
 14 resulted from communications with attorneys at Dominion
 15 Harbor.
 16 A. Yeah, I think that's the answer, like those
 17 conclusions that we -- I got involved with the attorneys
 18 and then they were like this is the reason, this is why
 19 the reason. Yeah, multiple legalese stuff so we just --
 20 okay, we followed the lead.
 21 Q. (By Mr. Lee) In terms of an actual royalty
 22 rate, what do you think the difference is between a
 23 FRAND rate and a non-FRAND rate, to your knowledge?
 24 MR. SKEELS: Objection, form.
 25 A. To my knowledge, it is because sometimes those

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1 FRAND rates are like cross-licensing too, so I give you
 2 a license, you give me a license. And then we're both,
 3 okay, maybe because it's fair you think that you have
 4 more patents that I do or more important patents than I
 5 do, then I pay you because you have more weight than me.
 6 But Mobility Workx is a small company so
 7 it's not in the position to get a cross-licensing
 8 agreement with anybody because we will never exercise
 9 those rights. So it's just basically what you
 10 understand is that we just need to be paid because we
 11 don't -- we contributed with intellectual property but
 12 you pay me with patents is worthless for Mobility Workx.
 13 Q. (By Mr. Lee) Is there any other distinction
 14 between FRAND and non-FRAND rates to your knowledge?
 15 MR. SKEELS: Objection, form. Outside the
 16 scope.
 17 A. That's all I know.
 18 Q. (By Mr. Lee) It was you that put these
 19 percentages in this -- on this page, correct?
 20 A. On page?
 21 Q. On the page ending in 5070.
 22 A. Yes.
 23 Q. How did you come up with those percentages?
 24 A. 0.01 percent in Ericsson, 0.022 -- okay. So
 25 what you do is that you add 1.5 percent of Ericsson

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1 royalties, you had 140 essential patents, or patents in
 2 the standard, and you use 0.01 percent and so on. So I
 3 applied their royalty yield divided by the number of
 4 patents. I think the number of patents were in a
 5 different document and then that's how you come up with
 6 the royalty per patent. And then we have -- we have
 7 three patents, then we're like okay, we're around that.
 8 Q. But you're -- the Mobility Workx royalty rate
 9 of .07 percent for three patents, that's -- by my math
 10 that's more than the .010 percent per patent in the
 11 Ericsson portfolio, for example. Is that -- isn't that
 12 right?
 13 A. Yeah, it's a little bit more. That's why you
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 15 Q. So again, how did you come up with the 0.07
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 18 I would remind the witness not to answer if requiring --
 19 if answering would require him to disclose privileged
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 21 If you can answer without disclosing
 22 attorney-client communications, Dr. Hernandez, you may.
 23 But I know that -- well, the attorney-client privilege
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 25 dealing with, including from Dominion Harbor.

Page 220

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 2 just kind of like -- I can't remember the rationale, but
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 22 Q. Dr. Hernandez, I'm going to hand you a document
 23 marked Exhibit 51 bearing Bates number MOB 005114. Can
 24 you please take a look at this document and let me know
 25 whether you recognize this document?

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

DECLARATION AND REQUEST FOR EXTENSION OF TIME

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its withdrawn counsel, and to provide urgently needed time for Plaintiff to replace its Counsel. MWx, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and co-council Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), have not been working to benefit MWx' interest. The following set of details are provided as a sample in support of this declaration.

1. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
2. Although MWx was informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
3. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016

(**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

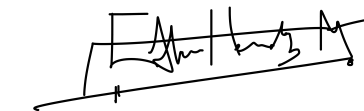
4. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
5. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - a. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - b. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - c. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - d. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - e. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
6. MWx, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to MWx, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This MWx Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr. Blackburn's report). Our repeated requests and pleas were denied, and the reports were sent to opposing counsel despite our disagreement.

Prayers

For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings to allow Mobility Workx LLC to establish a new counsel.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**



Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: December 6, 2018
Place: Coral Springs, Florida, USA



Name: Abdelsalam A. Helal
Title: Managing Principal
Date: December 6, 2018
Place: Lancaster, UK

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover Complete report can be found and downloaded from this web site: <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL

EXHIBIT C

Damages Report first receipt at 8:18PM EST

EXHIBIT D

Infringement Report first receipt at 8:00PM EST

EXHIBIT E

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT F

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover

Complete report <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

MX786201A-460

T-Mobile LTE Test Package Reference Manual



Originated by Anritsu Ltd, PX, Luton, UK

P/N: 13000-00408
Revision: G.1.0.0
Created: January 2015
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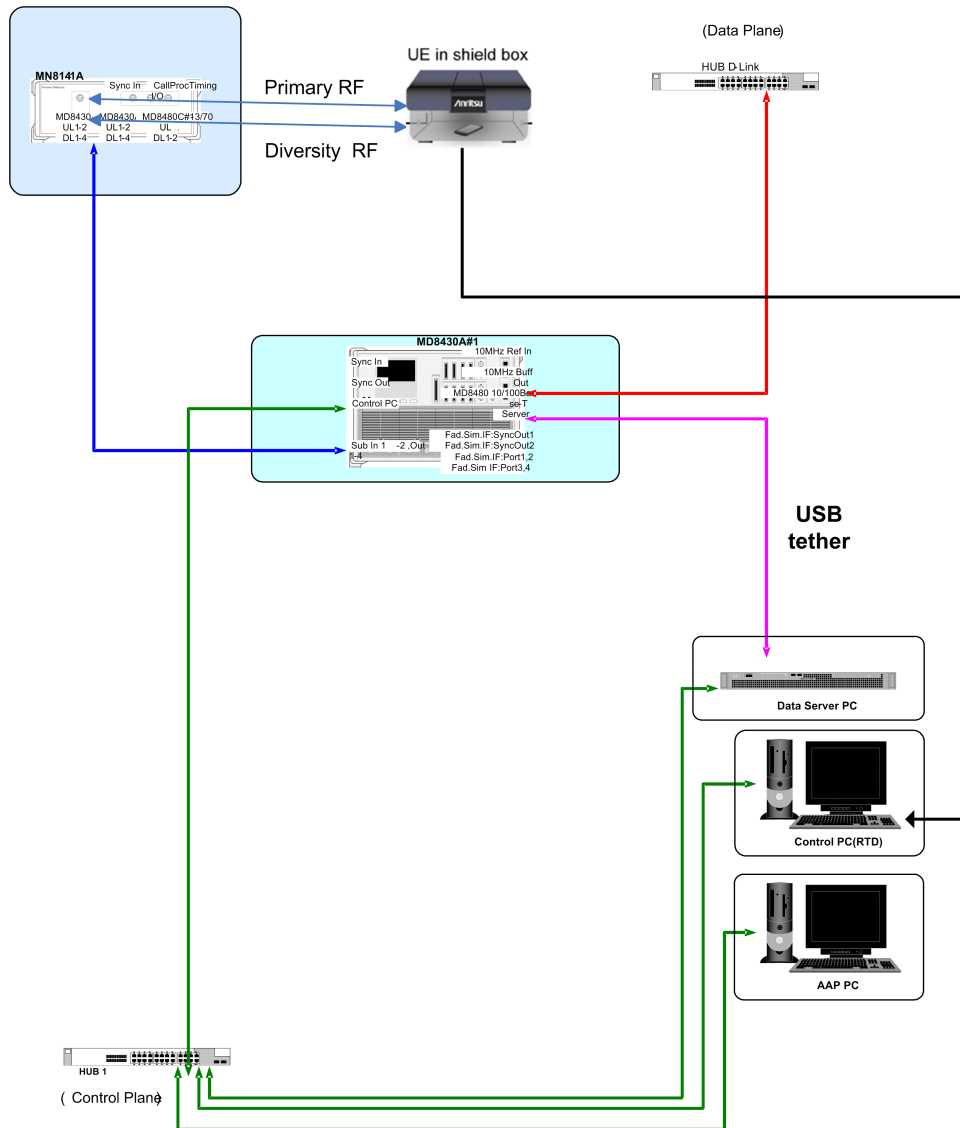
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Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL.

Subject: R: Sisvel & Eglacorp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time

From: Davide Ferri

To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri

Inviato: venerdì 8 luglio 2016 12:56

A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Sisvel & Eglacorp - LTE follow-up

Dear Edwin, Dear Sumi,
please find attached the Nda we would kindly ask you to evaluate and if possible execute to move forward in the discussion about the LTE pool we have been managing.

As mentioned over the phone, the evaluation is performed by an evaluator, which assesses the patent's relationship to the standard.

To start the process, you should:

- 1) Submit a patent for evaluation together with its file history;
- 2) Identify the patent claims to be examined
- 3) Identify and provide pdf files for the sections of the LTE standard to which it believes those claims apply; and
- 4) Provide a chart containing the comparison of sections /subsections of the LTE standard with the relevant elements of the claim(s) of the patent(s) to be evaluated.

Consequently, the evaluator will:

- 1) Review the technical requirements of the identified sections;
- 2) Analyse whether the technical requirements of the identified sections of the standards are included in the scope of the patent claims;
- 3) Develop legal/technical arguments regarding the coverage of the requirements of the standard by the claims of the patent;
- 4) Generate a Preliminary Relevancy Evaluation (PRE) regarding the relevance of the patent claims to the LTE standard;
- 5) Accept patent owner's comments/rebuttals to the PRE;
- 6) Upon finding of essentiality, generate a Final Relevancy Report for distribution to Sisvel and the patent owner.

A patent is evaluated as essential to the LTE standard if at least one claim of the patent is necessarily infringed by the use of the LTE standard.

The US evaluator is the following firms: Panitch Schwarze Belisario & Nadel and the cost of each US evaluations is USD 7,500.

I hope this information are useful and we look forward to hearing from you,

Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]

Inviato: giovedì 7 luglio 2016 22:42

A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Re: R: R: Eglacorp & LTE

Hi Davide,

Could you please provide us with the 3rd party law firm to review our portfolio. You can find a list of the patents herein:

<http://mobilityworkx.co/patent-portfolio/>

Best Regards,

Edwin

On 7/6/16, 12:12 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

+39-3316132637

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]

Inviato: mercoledì 6 luglio 2016 18:07

A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Re: R: Eglacorp & LTE

I am in the bridge also, I only hear a person speaking italiano.

My Skype is edwinhe

On 7/6/16, 12:04 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

Dear guys,
the bridge is on and I'm waiting for you,

Regards,
Davide

-----Messaggio originale-----

Da: Sumi Helal [<mailto:sumi.helal@gmail.com>]

Inviato: martedì 5 luglio 2016 19:19

A: Davide Ferri <davide.ferri@sisvel.com>; Edwin Hernandez, PhD <edwinhm@eglacorp.com>

Oggetto: Re: Eglacorp & LTE

Edwin, Davide,

What time zone is this invitation tomorrow at 12:00pm?

Sumi Helal--

On 7/5/16 1:10 PM, Davide Ferri wrote:

--

Sumi Helal

www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

Dear Edwin,

On our website you can find extensive information regarding the patents included in the Sisvel LTE Patent Pool. Please see the information available for download on <http://sisvel.com/lte-ltea/patents>.

I would be keen to understand your interest in the Sisvel LTE Patent Pool. Perhaps you could clarify your request so that we may assist you better.

I already understand that you also reached out to my colleague Davide Ferri, so I include him to this message.

Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



SISVEL

SUCCESSFULLY FOSTERING
AND VALORIZING INNOVATION

SINCE
1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
Regards,

Edwin

Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
Attachments: image001.png

Dear Mr. Hernandez,

Thank you very much for your email.

MPEG LA currently administers the following active programs: MPEG-2, MPEG-2 Systems, 1394, MPEG-4 Visual, ATSC, AVC (H.264), HEVC (H.265), MVC, VC-1 and DisplayPort. We are also in the process of forming a joint licensing program for MPEG-DASH. If you have any patents related to these programs, we would be happy to provide additional information regarding the submission and inclusion of such patents in our programs.

In terms of LTE, we understand Sisvel (www.sisvel.com) and Via Licensing (www.via-corp.com) offer patent pools in this area. You may wish to contact either of these entities directly for more information regarding their programs.

Thank you again for your interest. If we may be of additional assistance, please do not hesitate to contact us.

Best regards,

Tracy Edwards | Director, License Management

MPEG LA, LLC

4600 S. Ulster St., Suite 400

Denver, Colorado 80237 USA

TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879

tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]

Sent: Tuesday, July 5, 2016 8:21 AM

To: PiD-QnA <PiD-QnA@mpegla.com>

Subject: LTE Question

Hi

I would like to submit our portfolio to the patent pool and wonder what would be the process of doing so?

Best Regards,

--

Edwin A. Hernandez, PhD

Chief Technology Officer - Founder
EGLA COMMUNICATIONS

"Merging the worlds of cloud and Cable TV with MEDIAMPLIFY. Simplified video and music distribution "



[Twitter](#) | [Facebook](#) edwinhm@egla.com

www.egla.com.net | www.mediamply.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494

skype: edwinhe egla.com

EXHIBIT C

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Date: Friday, October 5, 2018 at 11:46:06 PM Eastern Daylight Time

From: Edwin Hernandez

To: Cabrach Connor

CC: Dr. Sumi Helal, David Skeels, Rick Sanchez, Kevin Kudlac, Harald Braun, Bob Taylor

Thanks for all the calls, but we are running out to time. **PLEASE COMPLY WITH OUR REQUESTS**

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:44 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

How many times do I have to give you the instructions? Follow our requests, verbatim
Please send me an email, stop calling

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:37 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

We are on the line with Magee's team. Edwin, please answer your phone.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:36 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks for the advice, please do so as requested, there is no time left! MAKE THOSE CHANGES, get it all signed as instructed by us, TWICE

one in the REDACTED version and the one we can't see because it is AEO.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:33 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, I'm trying to arrange a call with Magee. May we call you?

If those paragraphs come out, the report will be struck and we may not be allowed to submit another one.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:31 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbrown11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks, please one last time REMOE ALL items 138-186, and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:29 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

OK, we will revert to the original draft of para 93.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:22 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Leave item 93 untouched as well, Just remove ITEM 138-186 and replace them with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

This is the 3d time I am copy pasting the same text

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:21 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

The DAMAGES Report One more time, REMOVE ALL PARAGRAPHS, References, etc from ITEM 138-186? Delete them, erase them,

That is what is being instructed, and we want the REDACTED version of that signed by Maggee, the version we can't see, MUST COMPLY with the same request, or REMOVE ALL items from 138-186 in their totality,

Thank you!

Edwin

On Fri, Oct 5, 2018 at 11:18 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Paragraph 93 is already changed per your instruction.

I suggest we ask Magee to add this paragraph to the end of his report and keep all of 138-186. Can we do that? If the new information changes Magee's opinions, he can prepare and serve a supplemental or amended report. But a report without these sections is incomplete and will not survive a Daubert challenge.

Can we do that, Edwin?

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:16 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

If you don't want to change item 93, leave it alone then, but

All items 138-186 should be REMOVED and will be replaced with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Thank you, please do so as requested! Thanks again!!!

Sorry, please email me any further questions!!!

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:04 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, Sumi:

If I'm understanding you correctly, you want to remove paragraphs 138-186 from Magee's report. These are his analysis on GP factors 13-15, his reasonably royalty analysis, royalty stacking analysis, royalty base and damages. This is the heart and conclusions of his report. If we take these out, he has no damages opinion and no basis for his ultimate opinion on the amount of damages the jury should award. Please call me.

From: Sumi Helal <sumi.helal@gmail.com>

Sent: Friday, October 5, 2018 10:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>; Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>;

Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Robert

Taylor <Robert.Taylor@RPTSTRATEGIES.COM>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the Damage report.

Sumi--

On 10/6/18 3:42 AM, Edwin Hernandez wrote:

First Damages -- Please Follow these INSTRUCTIONS as presented herein:

Instructions:

- Remove items (ALL OF THEM) From 138-onwards from original DRAFT - REDACTED and NON-REDACTED (See Attached for more details)
- As shown in the new report, 138 is replaced by a paragraph describing what happened
- Item 93 adds a line about my testimony, regarding the 0.07% royalty-base on gross revenues that was not mentioned. (See Attached for more details)

We will need a signature on Maggee on the REDACTED version as well.

The REDACTED version MUST Be posted in the same FOLDER that will be shared with ALSTON and BIRD. Preferably SFTP share will be needed or SHAREFILE.

Here it should read 93 in the REDACTED and NON-REDACTED VERSION:

93. However, they indicate EGLA or Mobility's intention. Dr. Hernandez considered that his patents were not going to be licensed at FRAND rates,^[1] and should be licensed at a higher than FRAND rates.^[2] Dr. Hernandez testified that a 0.07% royalties on gross revenues was to be used in case of a negotiation

Here it should read 138-140 in the REDACTED and NON-REDACTED VERSION

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

--

Sumi Helal

352-214-0736

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

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"Imagination is more important than knowledge"
-A. Einstein-

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"Imagination is more important than knowledge"
-A. Einstein-

--

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<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT D

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written



Edwin Hernandez <edwinhm@gmail.com>

INFRINGEMENT REPORT INSTRUCTIONS

3 messages

Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 10:46 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Same instruction as in the damages report REDACTED and NON REDACTED Reports **must be signed by Blackburn**, and send copies to us and uploaded together for ALSTON and BIRD at a folder or an SFTP site.

This report needs to add the following text in item 157-159 must be replaced for the following Text:

157. Shortly before I finalized this report, I was alerted to documents describing UE testing performed by Anritsu for T-Mobile. In particular, the document titled, “MX786201A-460 T-Mobile LTE Test Package Reference Manual” (TEST-DOC1) describes tests performed to ensure that UEs deployed on the T-Mobile USA LTE network comply with certain technical standards and are capable of performing handover as I have described here in my report as meeting all limitations of the asserted claims. The document describes a System Simulator called SS developed by Anritsu, which was built for T-Mobile Specifications. It shows tests used for carrier acceptance testing for T-Mobile LTE network (over 1000 pages of tests) and test plans that follow T-Mobile test requirements, including configuration of UE, and simulation environment for Handover, Cell Selection, IRAT, Circuit Switched and Packet Switched among other scenarios.

158. The Anritsu testing document, in addition to another supporting document bearing the same title (“MX786201A-460 T-Mobile LTE Test Package”), but containing a presentation (TEST-DOC2) confirm that T-Mobile employs functionality consistent with Mobility Workx’s infringement contentions in this case and contrary to T-Mobile’s

non-infringement assertions. In particular, the documents show the use of the following elements in the T-Mobile network:

- The use of Self-Organizing Networks (SON Networks), Package 463 for the SS (TEST-DOC1), and Slide 14 of the PPT (TEST-DOC2)
- The use of Automatic Neighbor Relation (ANR) and multiple testing for cell-reselection – in relation to advertisement (Pages 39 – 159) messages, PCI, ECGI and RRC Connection Reconfiguration message as presented in the invalidity contentions that was submitted to this court (TEST-DOC1)
- Additional test cases for Handover and specially Circuit Switched Fall Back and neighbor cells in RRC_IDLE and RRC_CONNECTED modes which are important to prove infringement
- The TimeToTrigger and mobility rate or speed (high-, med-, low-mobility) is also shown in a NOKIA tutorial titled “Mobility Management
- LTE Radio Parameters RL20” on Pg 16 for example, and an Ericsson’s manual titled “LTE L13 Radio Network Functionality” Page 113 (Speed Dependent Scaling of Cell Re-Selection) and Pg 339. LTE specification calls it “Scaling” factor. T-Mobile continues to assert that it does no speed-dependent scaling, and these documents appear to contradict that claim.

159 . I understand Mobility Workx has requested additional information from T-Mobile about all testing and performance requirements. Once obtained and sent to me, I plan to amend this report in light of the revealed information from all the testing documents.



Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx
2535K

Cabrach Connor <Cab@connorkudlaclee.com>

Fri, Oct 5, 2018 at 10:53 PM

To: Edwin Hernandez <edwinhm@gmail.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <dskeels@whitakerchalk.com>, Rick Sanchez <rsanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Edwin, can you call me to walk me through these changes so I can implement?

Cabrach J. Connor
Connor Kudlac Lee PLLC

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 9:46:33 PM

To: Cabrach Connor

Cc: Dr. Sumi Helal; David Skeels; Rick Sanchez; Kevin Kudlac

Subject: INFRINGEMENT REPORT INSTRUCTIONS

[Quoted text hidden]

Sumi Helal <sumi.helal@gmail.com>

Fri, Oct 5, 2018 at 11:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>, Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>, Harald Braun <haraldjbraun11@gmail.com>, Robert Taylor <Robert.Taylor@rptstrategies.com>

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the infringement report.

Sumi--

[Quoted text hidden]

--

Sumi Helal
352-214-0736



Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx
2535K

EXHIBIT E

Damages Report first receipt at 8:18PM EST



Edwin Hernandez <edwinhm@gmail.com>

DRAFT Magee Exp Rpt 10-5-18 REDACTED

2 messages

Cabrach Connor <Cab@connorkudlaclee.com>

Fri, Oct 5, 2018 at 8:18 PM

To: Sumi Helal <sumi.helal@gmail.com>, Edwin Hernandez <edwinhm@gmail.com>

Here's the redacted damages report. XXX replaces TMO confidential financial information.



DRAFT Magee Exp Rpt 10-5-18 REDACTED.docx
1968K

Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 9:34 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>

We are checking this also,
Edwin

[Quoted text hidden]

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT F

Infringement Report first receipt at 8:00PM EST

Subject: Blackburn Opening Report (Infringement) DRAFT v7 redacted
Date: Friday, October 5, 2018 at 8:00:48 PM Eastern Daylight Time
From: Cabrach Connor
To: Edwin Hernandez
CC: David Skeels, 'Rick Sanchez', Kevin Kudlac
Attachments: Blackburn Opening Report (Infringement) DRAFT v7 redacted.docx

Edwin, here's Blackburn's report current draft. I redacted sensitive AEO information.

The testing section is near the end at para 157.

We'll take whatever you add (please in redline) and paste into final.

US Department of Justice

December 5th, 2018

Courier Packages
Fraud Section, Criminal Division
U.S. Department of Justice
1400 New York Ave., NW
Bond Building--4th Floor
Washington, DC 20005

To Whom may this concern,

In this package, you can find a sworn declaration with exhibits of all facts in relation to the suspected collusion between T-Mobile's counsel with our counsel during the case between Mobility Workx, LLC vs T-Mobile Inc, et. a. We are Dr. Sumi Helal and Dr. Edwin Hernandez founders and inventors of the patent portfolio mentioned in this declaration.

Cases:

- 4:17-cv-00567
- 4:17-cv-00872

The attached declaration may be submitted to the court, as we were unable to retain patent counsel as the damage done to the case is high and timelines are impossible to meet for new lawyers. Under those circumstances, we have been obligated to sign an MOU and a licensing agreement to T-Mobile, even when the agreement overreaches the MOU, but under our situation without any appropriate legal representation, we had only this option left and stop further destruction of our intellectual property portfolio. We believe that the way this fraud works is as follows:

- Broker or attorneys engage inventors by posting on a website catchy phrases like that "Billions of dollars transacted on IP," that will make believe inventors can monetize their intellectual property.
- Make inventors believe that a broker and his attorneys will represent inventor's patents or technologies by using "Attorney Client Relationships" as a shield.
- Stage inventors with court proceedings that will make inventors think that the best possible outcome is employed to license inventor's technologies.
- The Broker or attorneys will pretend that a major investment is made to obtain "high returns" from the portfolio, when in fact, little to no money is invested. At the maximum, minimal expenses are paid,, as the real outcome is negotiated to benefit the broker and the licensee, not the inventor.
- The Broker then finds a way to collude with defendants or potential licensee's attorneys or licensee's legal counsel, and obtain a payment to the broker and attorneys to settle the case.
- The Broker and his attorneys will pretend in court that the legal matter is being disputed while using a back door channel to get the deal done and lie to the court about a proceeding that has already been pre-arranged.
- The defendant and now potential licensee is happy as companies like TMOBILE have to deal with many patent proceedings, and this is an economical solution with a fixed outcome.

- Broker and attorneys, that allegedly are representing the inventor, then figure out a way to minimize exposure to the defendant or licensee.
- The broker and/or attorneys that pretend to represent the inventor's technology, strategize ways to minimize damage from inventor's portfolio, poke holes, and obligate the inventor to sign a license. The broker and his lawyers will use a network of experts that will assist him and refuse to hire anyone else:
 - The network of expert witnesses that will obey and write expert testimony that will minimize and reduce exposure, and will obey to the broker and the attorney no the inventor,
 - The network of economic experts will decrease damages and report in favor to the pre-arrange outcome of the case not the inventors.
 - All expert witnesses network are hired by the broker and hold loyalty to their scheme. It seems that in the case of Magee & Magee Consultants they have received contracts over \$US 3M (Jack Ma's statement) from the Broker and Attorneys.
 - The attorneys try to make everything and everything "Attorneys Eyes Only" in ways inventors cannot see any evidence presented by the defendant, or any evidence discovered.
 - Use the fact that inventors cannot see the evidence by arguing that inventor's have "no case"
- We believe that if defendant or potential licensee is not friendly to the collusion and pre-arranged outcome of a deal, broker and attorneys go full force against that target, or may not support the inventor any longer,
- Broker and Attorneys know most inventors are not aware of the legal process and will be taking advantage of, by not only staging that their rights patents are being fought, but by also taking a cut from whatever it is staged to have been left to the inventor. .

During this process, attorneys, expert witnesses, and all associated members defraud the inventor, as inventors usually assign the case on full contingency and will have no means to sustain a patent case, as costs would be in the hundreds of thousands of dollars or millions of dollars.

Hence, if an individual inventor discovers and unveils the fraud, inventors are pounded with costs, increased legal fees, and removing the "financial support" from the broker, as part of the "punishment" or their "Racket" and force the pre-arranged outcome.

In this case the players we are aware of are:

1. Broker: Dominion Harbor, Inc
2. Attorneys Plaintiff: Whitaker & Chalk, Connor Kudlac & Lee (CKL Law).
3. Attorneys Defendants: ALSTON & BIRD
4. Licensees: T-Mobile, Apple Inc, Verizon, Nokia.

Feel free to reach me at edwinhm@eglacorp.com or edwinhm@gmail.com or 5613064996 or Dr. Helal at sumi.helal@gmail.com . Or you may reach Mr. Michael Machat, Esq at info@machatlaw.com or call 310-860-1833/

Dr. Edwin A. Hernandez

STATEMENT OF FACTS BY DR. EDWIN A. HERNANDEZ, PHD

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, would like to inform the US Department of Justice of the following events and facts that are taking place in the US Courts:

Facts:

1. Dominion Harbor entered into an agreement with Mobility Workx, LLC to monetize on the patent portfolio owned by Mobility Workx. Dominion Harbor presented counsel to Mobility Workx that would work to represent the portfolio, and argue they will fund litigation efforts to monetize the patents owned by Mobiltiy Workx.
2. In and around, September 2018, Dominion Harbor withdrew all support for the cases under Mobility Workx, arguing that Mobility Workx committed a breach of its contract, and as a consequence, Counsel insinuated that a \$250,000 retainer might need to be required during a conference call between Mr. Rick Sanchez and Mr. David Skeels in September.
3. This is particularly suspicions that Dominion Harbor principals were associated in the past with TMOBILE's Lead counsel, Michael Newton.
4. Dominion Harbor principals, David Pridham and Mr. Patrick Anderson, where involved in a case representing IPNAV in the W.D. of Wisconsin on and around 2008, in a case between Taurus IP and Daimler Chrysler.

In this case, Anderson now principal of Dominion Harbor, and David Pridham (**Exhibit J**) were involved in a case where perjury was an issue and IPNAV's reputation was bad. An opinion made by the court on 3d day of June, 2008, as part of the opinion and Motion for sanctions made by Judge BARBARA CRABB, District Judge. (**Exhibit I**)

*"Defendants contend that additional sanctions are warranted because (1) Spangenberg, **Mike Newton and David Pridham** misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness."*

5. We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are not working to benefit and

are colluding with Dominion Harbor and Mr. Newton from TMOBILE. As the following demonstrate, CKL and Whitaker which were hired by Dominion Harboard are not working on MWx' interest and in fact, had work or are working to assist and help opposite counsel for TMOBILE and Verizon in their goals and objective . As clear examples, we can find:

- a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
- b. Although MWx was informed that T-MOBILE had declared that they didn't use any emulation technology that uses our '330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
- c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.
- d. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contained false assumptions and hence arguments that were false. Despite numerous requests not to submitted the report, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
- e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - iii. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - iv. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - v. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
- f. MWx, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to MWx, at

8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This MWx Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr. Blackburn's report). Our repeated requests and pleas were denied, and the reports were sent to opposing counsel despite our disagreement.

6. Recently, APPLE sent us a letter stating that MOBILITY WORKX has broken its licensing agreement with Apple by requesting payments for APPLE's devices from TMOBILE.
 - a. It is unknown how APPLE was able to see Dr. Stephen's Magee expert report, as that contained substantial potential discussions that would make Apple do that. The question is, how APPLE derived such conclusion, if this was not given by TMOBILE or by our own attorneys. (**Exhibit H - Letter from Apple**)
7. We at the company believe that TMOBILE's counsel lead, Michael Newton, from **ALSTON & BIRD** might have manipulated and potentially engaged in tampering with TMOBILE witnesses by making the following statements that were communicated verbally to us from Mr. Connor and Mr. Skeels
 - a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emulation, when it is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
 - b. TMOBILE engaged in collaboration with NOKIA. NOKIA and MWx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MWx.
 - c. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, MWx has been unable to meet this court deadlines and schedule.
8. Dominion Harbor still has a relationship with CKL, in fact Dr. Mitch Kline contacted Dr. Helal requesting some assistance to submit some documents to favor Connor, as early as mid-November 2018.
9. We then have strong grounds to believe that Dominion Harbor is still manipulating and influencing the lawyers and gaming the system in their favor, which is for some reason, damage the value of the patents and obtain victories for TMOBILE & VERIZON.
10. CKL and Whitaker & Chalk have played with us, for the TMOBILE case they act as "counsel" but in a "limited fashion," which is not clear to us, when are they acting as counsel and for who are they acting as counsel,

11. In fact, Bob Taylor was hired by Mobility Workx, as General Counsel and had to do the licensing negotiations what CKL and Whitaker & Chalk was supposed to do, however they remained as counsel, but they are not counsel.
 - a. CKL and Whitaker & Chalk have insisted in remaining counsel for TMOBILE's. but only what has been convenient to them in the case, which is shut it down.
 - b. At the same time, they are statin that they are no longer counsel for VERIZON, hence we are very confused as to who is representing us as we requested them to withdraw from all cases
12. Additionally, another of our lawyers, Mr. Rick Sanchez and Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion Harbor and Mr. Rich Sanchez are shareholders (See excerpts below)

On Page 41 of Exhibit K

*"On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with **Rick Sanchez, effective October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date."*

On Pg 23 of Exhibit K

*And "On November 4, 2015, the Company issued 300,000 shares of the Company's Common Stock to **Dominion Harbor Group LLC ("Dominion")**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering"*

Hence, we are requesting the USDOJ and investigation and contact Dr. Mazan in Texas, because both sides are gaming the system and have damaged irreparably our portfolio and our trust in the system.

On behalf of **Mobility Workx, LLC**

Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: December 5th, 2018